

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACW51-03-B-0006-0003	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 25-Apr-2003	PAGE OF PAGES 1 OF 122
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO. DACW51-03-C-0013	5. REQUISITION/PURCHASE REQUEST NO. SEE SCHEDULE		6. PROJECT NO.	
7. ISSUED BY CODE USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACW51) NEW YORK NY 10278-0090 TEL: FAX: (212)264-3013		8. ADDRESS OFFER TO <i>(If Other Than Item 7) CODE</i> <div style="text-align: center; font-weight: bold;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME EDWARD T LEW	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 212-264-6707		
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> THE MCKEEL BROOK FLOOD CONTROL CONSTRUCTION PROJECT, TOWN OF DOVER AND ROCKAWAY TOWNSHIP, MORRIS COUNTY, NEW JERSEY This effort is subject to EFARS 52.232-5002 -- Continuing Contracts (Alternate) (Mar 1995)				
11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>540</u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>10:00 AM</u> <i>(hour)</i> local time <u>18 Mar 2003</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="checked" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
COLLETTE CONTRACTING INC.
JUDI COLLETTE
15 AMES AVE. 2ND FLOOR
RUTHERFORD NJ 07070

15. TELEPHONE NO. *(Include area code)*
201-804-9822

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE
032C9

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT

\$4,963,000.00

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

(4 copies unless otherwise specified)

ITEM

DACA51

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)

☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

USA ENGINEER DISTRICT, PICATINNY ARS RES
BUILDING 3002-N
PICATINNY ARSENAL NJ 07806-5000

27. PAYMENT WILL BE MADE BY:

CODE

USACE, FINANCE CENTER MILLINGTON
5722 INTEGRITY DRIVE AT
MILLINGTON TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this*

document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☒ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

REF:

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*

DAVID H FREEDMAN / M

30B. SIGNATURE

30C. DATE

TEL: 212-264-0241

EMAIL: david.h.freedman@usace.army.mil

31B. UNITED STATES OF AMERICA

BY *David H. Freedman*

31C. AWARD DATE

25-Apr-2003

Section SF 30 - BLOCK 14 CONTINUATION PAGE

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF DRAINAGE IMPROVEMENTS ALONG MCKEEL BROOK IN THE TOWN OF DOVER AND ROCKAWAY TOWNSHIP, MORRIS COUNTY, NEW JERSEY. THE WORK ALSO INCLUDES REMOVAL AND REPLACEMENT OF SANITARY SEWER MAINS AND LATERAL CONNECTIONS, WATER MAINS AND SERVICE CONNECTIONS AND ROADWAY RECONSTRUCTION.

BID BOND REQUIREMENT

Note New Requirement: Bonds, Powers of Attorney, statements of authenticity and continuing validity, and all related documents MUST NOT bear computer printer generated signatures and/or seals. Documents bearing signatures and/or seals generated as part of a document, as opposed to being affixed to the document AFTER its generation, will not be accepted. Submission of such documents may render the bid or offer non-responsive and ineligible for award. Please review all bonds and accompanying documents required to be submitted.

AMENDMENT #0002NOTICE TO BIDDERS

Failure of the bidder to Acknowledge receipt of this Amendment in Item 19 of Standard Form 1442 (Pg. 00010-2) may result in REJECTION of the bid.

IFB NO. DACW51-03-B-0006

Amendment No. 2

Department of the Army, NYD
Corps of Engineers
New York, NY 10278-0090

AMENDMENT NO. 2 TO SPECIFICATIONS FOR MCKEEL BROOK FLOOD CONTROL CONSTRUCTION PROJECT, NEW JERSEY

TO BIDDERS

1. Specifications Section 00900:General Decision Number **NJ020003** 01/03/03 shall be deleted in its entirety and replaced with Number **NJ020003** 03/07/03.
2. Bid due date is changed from 12 March 2003 at 10:00 A. M. EST to 17 March 2003 at 10:00 A. M. EST
3. Specifications Section 00902, Permits has been added to this amendment.

QUESTIONS/ANSWER**Questions and Answers (For Information Only)**

1. McKeel Culvert, Rockaway Township. Between Station 1+50 and 4+50, the proposed grade seems to be low with regards to the culvert. The specifications indicate that 1 foot of material (6" of DGA 4" of I-2, 2" of I-5) is required above the culvert. With the proposed grades of the road it is impossible to place those materials above the culvert between the stations described above. Please indicate whether the proposed grades will be raised to accommodate the necessary road pavement section, or will the contractor simply pave 2" of I-5 above the culvert?

Response: Pave directly over culvert. Pavement thickness will vary. See note on Berry Street Typical Cross Section on Sheet R-1

2. Drawings C-1 through C-4 show utility poles to be relocated by others. When does the relocation occur? What is the extent of the relocation? Where will they be relocated?

Response: They will be relocated by the utility company to the same general location, behind the new curb line (except No. NJ 124 DV). Scheduling will have to be coordinated with the utility company and incorporated into contractor's overall schedule

3. Drawings C-1 through C-4 show the gas mains to be relocated by others. Does the contractor remove the sidewalk? When does this work occur? Is sidewalk replacement included in his scope of work?

Response: See Amendment No. 1, paragraphs 14 and 15. The gas company will provide temporary bituminous sidewalk/driveway replacement and/or patching. This contract includes removal of any remaining concrete sidewalk/driveway and bituminous sidewalk/driveway installed by the gas company. Installation of new concrete sidewalk/driveway under this contract shall be as shown on drawings R-1 thru R-4.

4. Due to the requirements of posttensioning and sheeting it will be impossible to have all roadways open to traffic on a nightly basis. A minimum of 80 feet of area will be inaccessible until completion of posttensioning, backfill and sheeting removal in each area. Is this acceptable?

Response: See Amendment No. 1, paragraph 18.

5. Since many of the houses are duplexes are one or two water and sewer connections required? Only one is shown.

Response: One water and one sewer service per house.

6. Sheet C-4. Where is section A-A taken? Please advise

Response: Section A-A is taken at approximate station 29+85, perpendicular to the gabion weir.

7. Can the work on Berry Street, other than the box culvert installation, be accomplished during school times? If so, does traffic need to use this street on a daily basis, due to the numerous street crossings?.

Response: Yes, restriction applies to box culvert only

8. Drawings R-1 through R-4 call for the curb restoration to be granite. Drawing D-4 shows concrete. We are assuming the new curb replacement to be Belgian block to match existing. Please advise.

Response: Curb replacement Belgian block.

9. The existing culvert is called out to be cleaned. We assume that any materials removed shall be removed as clean fill since no reports to the contrary are available. Further, what is the extent of the existing culvert cleaning? Does it include the "wye" section at Belmont St. and the 4' x 6' section from Jackson St. to Berry St.?

Response: Valid assumption. No for 4' x 6' section. Yes for "wye" change response 9 from amendment No. 1 from "No" to "Yes".

10. Drawing G-1 states that all roadways shall be reopened to traffic on a nightly basis. Specification Section 301.08 states that traffic shall not be permitted to ride on the compacted base course. Which is correct?

Response: See Amendment No. 1, paragraph 18 and 25.

11. The Specification states that no tree trimming shall be done between April 1 and November 30. Is this a requirement?

Response: Yes.

12. The Specification states that no stream work shall be done between March 15 and June 30. Is this a requirement?

Response: Yes.

13. Who is responsible for installing the gas main?

Response: See Amendment No. 1, paragraph 14.

14. If gas main is installed by others, when will the gas main be installed? There seems to be some conflict between the existing gas main and the new sanitary line.

Response: See Amendment No. 1, paragraph 15.

16. At what elevation should the new water main be installed?

Response: See Amendment No. 1, paragraph 17.

17. Can the new water main be installed below the culvert to allow for the necessary cover when installing the culvert? (In some locations the new water main is only 4 ft away from the edge of the culvert. With the pressure on the main, there isn't enough cover for protection of the water main from a blowout)

Response: See Amendment No. 1, paragraph 17.

18. The specifications state that the road must be open each night. What about during culvert installation? Are roads allowed to be closed at night during culvert installation?

Response: See Amendment No. 1, paragraph 18.

19. There is a note that temporary sheeting is shown on drawing C-4, but none is shown? Where is temporary sheeting to be placed?

Response: See Amendment No. 1, paragraph 19.

20. Specification 00901, page 11, Para. 201.05 – “Backfill of excavated areas within proposed pavement areas shall be made with dense graded aggregate base course.” Whereas Plan Sheet D – 2 Typical Pipe Bedding Detail. “All pipes installed under paved areas to be backfilled with suitable on-site material to pavement subbase.”?

Response: Dense Graded Aggregate is to be used. Change Plan Sheet D-2 ‘suitable on-site material’ to DGA.

21. Sheet P – 2. Typical 2” Water Service Box Culvert Crossing. “Meet existing water service contractor to verify prior to construction.” Please identify the referenced contractor and, if possible, provide his phone number

Response: All work associated with the water main relocation is included under this contract.

22. Sheet ST – 1. Developed North (Upstream) Elevation. “2’ – 0” thick coarse aggregate layer (entire length of culvert & wingwalls).” Should this be read to mean the entire length of the culvert – i.e. 3000’ +/-? Or does it apply only to the noted section?

Response: Yes, entire 1,600' length of the culvert

23. Upon investigating the invert elevations on sheets P-4; it's become apparent that we will have problems meeting invert elevations for the house laterals. The plan calls for the houses on the southwesterly side of Berry Street to get tied into the new sanitary line when it's installed. But unfortunately, the lateral extensions will interfere with the old sanitary line as they cross it under the new culvert, keeping in mind that the old line will be active. It may be necessary to construct a separate line on Berry Street as is shown on the Elm Street profiles.

Response: The specific sequence of construction to be addressed in the contractor's staging plan (I.E. bypass pumping, start relocation @ D/S end & transfer laterals during main installation, etc.). Parallel sanitary sewers are not proposed along Berry Street.

24. Clarification with regards to the scope of the contract as pertains the gas lines. The index to the specifications says that Section 622 deals with the gas lines, but actually Section 622 does not mention anything about the gas lines. Kindly clarify whether the work pertaining to the gas lines as shown on the drawings falls under the scope of the contract, or whether the utility company is going to handle that part of the work, and if so, who would be responsible for the co-ordination required?

Response: See Amendment No. 1, paragraphs 14 & 15. Our Architect/Engineer (Dewberry) will be responsible for coordinating the gas line relocations with the utility company.

25. The plans show borings along the route of the proposed box culvert. They are not part of the specifications. Can we get a copy of them?

Response: See Amendment No. 1, paragraph 1.

26. On several pages of the drawings, there is reference to drawings that do not exist. For instance, on pg. ST-4, on the Headwall/Curb Section detail, it makes reference to Dwg. ST-9 and on pg. ST-2, the References #4 and #5 refer to Dwg. ST-9 and ST-10 respectively. These pages are not included in the drawings. Should these drawings be included with this package?

Response: See Amendment No. 1, paragraph 2.

27. Is the riprap called for on Sheets C – 4 & C – 6 to be grouted?

Response: No

28. Sheet ST - 2. It would appear that Precast Section II and some of Section IV should have differing east and west wall lengths to account for the curvature. Please clarify.

Response: Centerline lengths are indicated.

29. Sheet ST – 4. Reference is made to the Chain Link Fence Post detail on Sheet ST – 9. This sheet is not included on our set of drawings. Please advise.

Response: See Amendment No. 1, paragraph 2.

30. Sheet G – 1. Listing of Items, #59 – “Grouted Riprap Channel”. Please indicate locations.

Response: N/A Delete Item 59

31. Sheet C – 5. Note #2. “...Entire Planting Area...” Please indicate planting area limits

Response: 2' West of centerline of arborvitae row, east to gabions.

32. Sheet ST-1 refers to sheets ST – 8, 9 & 10. These have not been included in the set. Please clarify

Response: See Amendment No. 1, paragraph 2.

33. Sheet ST-1, Note #4. The significance of this note is somewhat obscure. Please clarify

Response: See Amendment No. 1, paragraph 5.

34. Sheet C-4. Where is section A-A taken? Please advise

Response: See Amendment No. 1, paragraph 6.

35. Sheet C-8. Are both the detention fence and silt fence existing? Is the height of the two 4' wide weirs the same as the height of the 8' weir? The trash rack is not the same as that noted on C-7. Please clarify.

Response: See Amendment No. 1, paragraph 7.

36. Sheets G-1 and R-1. The 4" concrete sidewalk on G -1 lists no reinforcing. The 4" sidewalk on R-1 is noted as reinforced. Please clarify.

Response: See Amendment No. 1, paragraph 8.

37. Where might we find the boring logs? Please advise.

Response: See Amendment No. 1, paragraph 1.

38. Item 0004 on the pricing sheets. Section 00800, para. 41 is not in our specification. Please clarify.

Response: See Amendment No. 1, paragraph 3.

39. Due to the recent heavy snowfalls and heavy rains, a site visit to the project has been difficult to acquaint ourselves with the nature of the work and the conditions of the site. We request a postponement of 2 weeks so that the project may be clear of the heavy snow that has fallen in that part of the region.

Response: Recently there has been quite a bit of thawing making a useful site visit feasible.

Therefore we will not postpone for the reason given above.

40. The gabion detail for the above referenced project show filter fabric under and behind the gabions. I am quoting on supplying the gabions, but we are also fabric dealers and would like to quote the fabric as well. The problem is, I have not been able to find any specs for the filter fabric in the bid documents. Could you find out if I am overlooking them, or if they were indeed left out?

Response: Our Architect Engineer (Dewberry) prepared the Special Provisions (project specific specifications) for the project, which references the NJDOT 1996 Standard and 1998 Supplemental Specifications for Road and Bridge Construction. The project specifications are comprised of all three documents. The filter fabric for the gabions shall be in accordance with Section 919.06 Geotextiles, Method 2 of the 1996 Standard Specifications.

41. Is any permits required from Dover or Rockaway Township or from Morris County? If it is required, who is responsible?

Response: Our Architect/Engineer (Dewberry) has obtained the following permits for the project:

- a. NJDEP Permit to Construct and Operate Treatment Works (sanitary sewer relocations);
- b. NJDEP Bureau of Safe Drinking Water (water main relocations);
- c. NJDEP Stream Encroachment and Freshwater Wetlands
- d. Morris County Soil Conservation District Soil Erosion and Sediment Control Plan Certification

Copies of the above permits are included as part of this amendment. Any other permits that may be required to perform the work shall be obtained by the contractor as part of the project.

42. Do you expect any kind of contaminated material within the scope of work?

Response: We are not aware of any contamination within the project limits.

43. Will a CQC Manager be required for this contract?

Response: Yes, see spec. section 01312, paragraph 6.3 and spec section 01451, paragraph 3.1 and 3.2.

44. This Amendment shall be attached to the specifications and shall be a part thereof.

ELLA SNELL
CONTRACTING OFFICER
C, CONTRACTING DIVISION

AMENDMENT #0003

NOTICE TO BIDDERS

Failure of the bidder to
Acknowledge receipt of
this Amendment in
Item 19 of Standard Form
1442 (Pg. 00010-2) may
result in REJECTION of
the bid.

IFB NO. DACW51-03-B-0006

Amendment No. 3

Department of the Army, NYD
Corps of Engineers
New York, NY 10278-0090

AMENDMENT NO. 3 TO SPECIFICATIONS FOR MCKEEL BROOK FLOOD CONTROL CONSTRUCTION
PROJECT, NEW JERSEY

TO BIDDERS

The required response date/time has been extended from 17 March 2003 to 18 March 2003 at 10:00 AM EST.

1. Specification:
 - a. Specification Section 00800 SPECIAL CONTRACT REQUIREMENTS page 42 of 87 delete paragraph 41 sub paragraph 1 (e) in its entirety without substitution.
 - b. Delete Specification Section 02120 Transportation and Handling of Hazardous Material in its entirety without substitution.
 - c. Specification Section 02140 Water Control and Flow Bypass :
delete paragraph 1.3 A. Measurement in its entirety without substitution.
Paragraph 1.3 B Payment: Delete 'Payment shall be made at the lump sum bid, based upon percentage of work completed, for the water control and temporary flow bypassing constructed, complete' Replace with

- 'Included in Lump Sum Price Bid (See Section 00010)'. Paragraph 3.1 subparagraph G last sentence: delete 'for TEMPORARY WATER CONTROL AND FLOW BYPASS MEASURES'
- d. Specification Section 00901 SUPPLEMENTAL SPECIFICATIONS FOR FEDERAL AID PROJECTS (88) page 11 subsection 201.05 second paragraph last sentence. Delete all after 'No separate payment shall be made for' replace with 'this work'
 - e. Specification Section 00901 SUPPLEMENTAL SPECIFICATIONS FOR FEDERAL AID PROJECTS (88) page 52 subsection 609.08.02 MATERIALS last line insert 'WOVEN' between 'UNIT' and 'CONSTRUCTION'
 - f. Specification Section 00901 SUPPLEMENTAL SPECIFICATIONS FOR FEDERAL AID PROJECTS (88) page 53 subsection 609.08.02 MATERIALS last paragraph in subsection first sentence. Replace 'BLACK' with 'GREY'
2. Plan Sheets. Delete plan sheets R-1, R-2, R-3, R-4, G-1, TC-2, C-2, C-5, C-8, D-2, D-3, D-4 and replace with plan sheets R-1, R-2, R-3, R-4, G-1, TC-2, C-2, C-5, C-8, D-2, D-3, D-4 distributed as part of this amendment.

QUESTIONS/ANSWERS

Questions and Answers (For Information Only)

Note: Any comments or questions received after March 7, 2003 will not be responded to in writing.

3. Is this project sales tax exempt?

Response: No

4. Section 00800, Paragraph 41 (Insurance Procured by Contractor) sub Para 1 (e) refers to Builders Risk Insurance for coverage, which shall be written for 100% of the completed value of this project. **AS PER OUR AGENT, THIS POLICY SHOULD NOT BE APPLICABLE TO THIS PROJECT DO YOU STILL NEED THIS POLICY?**

Response: No. The revised Specification Section 00800 distributed with this amendment does not include this requirement.

3. Do you expect any kind of contaminated material within the scope of work?

Response: See Amendment #2 response 42

4. Is any permits required from Dover or Rockaway Township or from Morris County?

See Amendment #2 response 41 and Amendment #2 Specifications Section 00902 Permits.

5. Regarding electrical wires:
- a. Are they to be moved underground?
 - b. If not, how high above grade will they be?
 - c. When will they be moved?

Response: See Amendment #2 response 2

6. Specifications Section 02120 - Transportation and Handling of Hazardous Material. How are we to quantify the hazardous material? Further, what method of payment would be applied?

Response: Specification Section 02120 Transportation and Handling of Hazardous Material has been deleted in its entirety without substitution. See 1. Specifications b. above

7. Specifications Section 02140 – Water Control and Flow Bypass. The “Measurement & Payment” clause (1.3A & B) indicates a separate lump sum for this work. Please clarify.

Response: No separate payment for this item. See revised Specifications Section 02140 – Water Control and Flow Bypass distributed with this Amendment (above).

8. Sheets ST – 1 and C – 4. A section through the gabions following the centerline of the culvert would be a great help. The “Typical Channel Section A – A” seems to show the entire face of the box culvert covered by the gabions. Is this the design intent?

Response: Gabion weir will direct normal flow to HERCCP; relief or excess flows to culvert.

9. Sheet C – 4: There is no detail of the wall separating the riprap from the HERCCP. Please clarify.

Response: See Typical Channel Section A – A (TWIN 3’ x 6’ GABION BASKETS).

10. Sheet ST – 1. References - #3. “For temporary sheeting see drawing C – 4.” There does not seem to be any reference to temporary sheeting on C-4. Please clarify.

Response: See Amendment #1 response 19

11. Is there any indication of the precast sections required for the curved portion of the culvert at the intersection of Elm and Berry Streets?

Response: Type I Precast sections per drawing ST – 3. PC and PT coordinates and centerline radius are indicated on drawing C – 2.

12. The average weight of the precast box culvert will be approximately 28 tons. The required crane to safely lift and place the section will be 100 tons. The crane operation will be in violation of OSHA and Corps of Engineers Safety and Health Requirement Manual (EM 385-1-1) with the safety distance to primary and secondary electrical power lines. In order to comply with safety regulations the utilities service would have to be shut down during crane operations. Will this be the Contractor's or Utility Company's responsibility? Cast-in place the box culvert section in lieu of precast is an option or not?

Response: The specific means and methods necessary to perform work in accordance with all applicable requirements are up to the contractor. Dewberry (the designer) will coordinate work with the utility company, but no advanced arrangements have been made to shutdown the power lines. The utility company will determine which, if any can be shut down. Cast in place in lieu of precast is not an option.

13. Drawing C-4 shows the cleaning of the existing box culvert under the Cooper Street. The existing culvert under the Jackson Street, and box culvert from Clark street to Berry Street sections will be cleaned or not? Please clarify?

Response: Culvert under Jackson Street to be cleaned; Clark Street to Berry Street not to be cleaned. See also Amendment #2 Response 9.

14. Page 42 of 87 item 41 – Insurance – This is to be additional to the insurance a contractor already carries. It appears that this would give an advantage to any company who carries a smaller amount of insurance. Please advise.

Response: Any responsible contractor should carry an appropriate amount of insurance. The insurance required by Morris County for this project is merely a rider to the contractor's existing insurance policy. Associated costs are expected to be *deminimus*

15. Document 00901 pg 11 sec 201.05 par 2 – States items are to be paid for at unit price for “clearing site” and item for DGABC. There are no unit price items for this work! Since other sections of the specification indicate “That no payment will be made...” this makes it appear that line items were inadvertently missed. Please clarify.

Response: No separate payment for these items. See revised specification distributed with this amendment above.

16. Document 00901 pg 13 par 202.07 – States that no blasting is allowed in Morris County. I believe you can blast in Morris County with the proper permits. If rock were encountered, it would be extremely more costly to hand remove, hammer, etc. than it would be to blast. Can this be modified?

Response: No. Contractor’s attention is directed to boring logs (Amendment #1).

17. Will a CQC manager be required for this contract?

Response: See specification section 01312, paragraph 6.3 and specification section 01451, paragraph 3.1 and 3.2

18. Are all overhead main and service wires being moved during construction of culvert by the Gov’t or utility company.

Response: See Amendment #2 response 2

19. Are culvert sections to be grouted?

Response: Yes, all openings, etc. to be grouted after installation.

20. Are we allowed to install two water and sewer mains on Berry Street in lieu of running services under concrete culvert?

Response: No, NJDEP permits were obtained for relocations shown on plans.

21. Is there any survey of existing resident foundations, if not can we perform that survey to eliminate any future claims by homeowners, especially when we believe that a well point dewatering system will be required to perform requirements of the scope.

Response: No foundation surveys have been performed.

22. Is the contractor responsible to perform hydraulic calculations in areas where streams have to be diverted to perform work?

Response: Estimated flows are provided in Specification Section 02140.

23. This Amendment shall be attached to the specifications and shall be a part thereof.

FUNDING INFORMATION

FUNDS IN THE AMOUNT OF \$300,000.00 IS MADE AVAILABLE FOR AWARD AND IS OBLIGATED TO THE CONTRACT. ADDITIONAL FUNDS SHALL BE OBLIGATED TO THE CONTRACT AS THEY BECOME AVAILABLE IAW EFARS 52.232-5002.

ITEMS ACCEPTED

DACW51-03-B-0006, entitled McKeel Brook Flood Control Construction Project hereby incorporates the following:

2. Amendments 0001, 0002, 0003, dated 28Feb03, 10Mar03, and 12Mar03, respectively;
3. General Wage Rates Determination General Decision NJ0200003;
4. Bid items CLINs 0001, 0002, 0003, 0004;
5. Contractor's e-mail confirmation, dated 25Apr03.

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CLEANING EXISTING BOX CULVERT FFP IAW THE ATTACHED SPECIFICATIONS PURCHASE REQUEST NUMBER: W16ROE-3008-1158	1	Cubic Yard	\$525.00	\$525.00

NET AMT	\$525.00
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ACRN AA Funded Amount	\$525.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	UNIFORMED POLICE TRAFFIC DIRECTORS FFP	400	Hours	\$50.00	\$20,000.00

NET AMT	\$20,000.00
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PROJECT REQUIREMENTS FFP ALL CONSTRUCTION WORK ASSOCIATED WITH THE MCKEEL PROJECT IAW THE ATTACHED SOW, PLANS AND SPECIFICATIONS PURCHASE REQUEST NUMBER: W16ROE-3114-5302	1	Lump Sum	\$4,921,225.00	\$4,921,225.00
					<hr/>
NET AMT					\$4,921,225.00
ACRN AB Funded Amount					\$140,750.00
ACRN AC Funded Amount					\$138,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPTIONAL INSURANCE FFP ADDITIONAL COST FOR OPTIONAL INSURANCE (IAW SPECIFICATION SECTION 00800, PARA. 41) (If exercised, shall be exercised NLT 12 days after NTP) PURCHASE REQUEST NUMBER: W16ROE-3114-5302	1	Lump Sum	\$21,250.00	\$21,250.00
EXERCISE D OPTION					
					<hr/>
NET AMT					\$21,250.00
ACRN AB Funded Amount					\$21,250.00

FOB: Destination

TOTAL OF BIDDED LINE ITEMS**TOTAL BASE BID ITEMS (CLINs 0001-0003):** _____**TOTAL OPTION BID ITEM (CLIN 0004):** _____**GRAND TOTAL (CLINs 0001-0004):** _____

Section 00100 - Bidding Schedule/Instructions to Bidders

AMENDMENT 1**NOTICE TO BIDDERS**

Failure of the bidder to Acknowledge receipt of this Amendment in Item 19 of Standard Form 1442 (Pg. 00010-2) may result in REJECTION of the bid.

IFB NO. DACW51-03-B-0006

Amendment No. 1

Department of the Army, NYD
Corps of Engineers
New York, NY 10278-0090

AMENDMENT NO. 1 TO SPECIFICATIONS FOR MCKEEL BROOK FLOOD CONTROL CONSTRUCTION PROJECT, NEW JERSEY

TO BIDDERS

The required response date/time has changed from 5 March 2003 at 10:00 AM to 12 March 2003 at 10:00 AM.

1. Specification: Add Specification Section 00902 Boring Logs
2. Plan Sheets No. ST-1, ST-2 and ST-4: All references to sheets ST-8, ST-9 and ST-10 deleted and revised. Details added to sheet ST-4.

Questions and Answers (For Information Only)

Note: Offerors must provide all questions not later than 7 March 2003, after which the project will have to be bid as is.

5. The Boring Logs have not been included with the original specifications. Will they be distributed via amendment?

Response: The Boring Logs have been included under Specification Section 00902 – Boring Logs.

6. Sheet ST-1 refers to sheets ST – 8, 9 & 10. These have not been included in the set. Please clarify.

Response: All references to sheets ST-8, ST-9 and ST-10 have been deleted and revised.

3. Item 0004 on the pricing sheets. Section 00800, paragraph 41 is not in our Specification. Please clarify.

Response: Section 00800, paragraph 41 (Insurance Procured by Contractor) is located in Specification Section 00800.

5. Specification Section 00901, Subsection 609: The Specifications as related to the gabions were vague. It is uncertain whether welded mesh gabions or woven mesh gabions are required. The specs call for black color PVC coating, confirm this since the industry standard is gray.

Response: Woven mesh gabions with gray PVC coating are fine since they do blend better with typical stone color.

5. Sheet ST-1, Note #4. The significance of this note is somewhat obscure. Please clarify.

Response: While clarification of which note 4 was not specified (there are 3 on the dwg.), we have assumed clarification of General Note 4 regarding fence posts is desired. Note 4 specifies that 6" of concrete shall be provided between the bottom of the fence post and the top of the 53"x88" storm pipe. Per the Fence Post/Anchoring Detail on sheet ST-5, the minimum fence post embedment length is 1'-6". The 6" of concrete between the post and pipe gives the 2' dimension specified in note 4.

7. Sheet C-4. Where is section A-A taken? Please advise

Response: Section A-A is taken at approximate station 29+85, perpendicular to the gabion weir.

7. Sheet C-8. Are both the detention fence and silt fence existing?

Is the height of the two 4' wide weirs the same as the height of the 8' weir?

The trash rack is not the same as that noted on C-7. Please clarify.

Response: Sheet C-8: The fences should be called out as "Temporary Sediment Fence" & "Temporary Silt Fence" as shown on sheet C-7. Both are to be installed by the contractor during construction. The 4' wide weirs are at the same elevation as the 8' wide weir. Sheet C-7: The Trash Rack Detail on sheet C-7 applies to sheet C-8 also.

8. Sheets G-1 and R-1. The 4" concrete sidewalk on G -1 lists no reinforcing.

The 4" sidewalk on R-1 is noted as reinforced. Please clarify.

Response: The word "reinforced" should be deleted from the 4" concrete sidewalk callouts on sheets R-1 thru R-4. Welded wire fabric reinforcing should be installed in accordance with the Concrete Sidewalk and Driveway Apron Details on sheet D-4.

9. There is an overflow branch culvert at Belmont and Nelson Street. Does this area get cleaned along with main culvert to the Rockaway River as per contract?

Response: No.

10. Are the open streambeds classified as culverts and do they get cleaned as well, if so what areas do, please advise.

Response: No.

11. Are overnight road closures allowed, to facilitate work of main culvert, and if so what kind of access would be needed for fire and safety and ambulance at Berry and Elm Streets?

Response: See response to question number 18.

12. The road width at Berry and Elm Sts are approx 34 ft. When main culvert is being installed the excavation is 8 ft deep x 24 feet wide + or -. Is sloping permitted to facilitate work without sheeting?

Response: See response to question number 19.

14. Have the utility companies been notified regarding the bid date for scheduling purposes?

Response: See response to question numbers 14 and 15.

15. Who is responsible for installing the gas main?

Response: NJ Natural Gas Co. We worked out the relocation plan with them during the design stage and they are on board with the scheme.

15. If gas main is installed by others, when will the gas main be installed? There seem to be some conflicts between the existing gas main and the new sanitary line.

Response: Scheduling will have to be coordinated with Gas company and incorporated into the contractor's overall project schedule (they need 4 weeks notice). Ideally, the gas main relocations would be done before the contractor mobilizes on-site.

17. At what elevation should the new water main be installed?

Response: The water main should be installed at 4 ft. minimum cover. The water main profile is shown on sheets P-4 thru 6.

17. Can the new water main be installed below the culvert to allow for the necessary cover when installing the culvert? (In some locations the new water main is only 4 ft away from the edge of the culvert. With the pressure on the main, there isn't enough cover for protection of the water main from a blowout)

Response: The water main should be installed as shown on sheets C-1 thru 4 and P-4 thru 6. All new water main shall be 100% fully restrained joint pipe with mechanical joint fittings and valves with Mega-Lug, or approved equal retainer glands. Connections to existing mains shall be restrained with tie rods.

18. The specifications state that the road must be open each night. What about during culvert installation? Are roads allowed to be closed at night during culvert installation?

Response: A maximum trench length of 50 feet to remain open overnight during the culvert installation. The open trench shall be properly barricaded and fenced. The intent is to maintain resident access to each home along Berry & Elm Streets throughout the work. The roads will be closed to through traffic during this time.

19. There is a note that temporary sheeting is shown on drawing C-4, but none is shown? Where is temporary sheeting to be placed?

Response: The contractor shall determine where any temporary sheeting may be required based on the work required and area available as shown on the plans.

20. What kind of cleaning method will be used to clean the existing McKeel Brook Culvert from the upstream terminus immediately south of Berry Street downstream to the Rockaway River?

Response: The specific means and methods used to perform work are up to the contractor. There are dual access manholes located along the length of the existing culvert similar to that specified for the proposed extension.

21. According to plant schedule on drawing C-2 American holly planting quantity is one, but plan shows four. Which one we will be using?

Response: Four.

22. What is the size and type of precast concrete culvert section between Type VII and Type V?

Response: None, the two connect to each other. See Type V Precast Section Detail on sheet ST-3.

23. According to Note-3 on Drawing ST-1, all precast concrete culvert units shall be given two coats of epoxy waterproofing in the shop, but drawing ST-2 shows Type IX and Type VI culvert sections will be field applied waterproofed. Is field applied waterproofing required on the job site at all?

Response: Waterproofing is to be field applied to Types IX & VI because they are cast-in-place sections. All Precast sections shall be shop coated.

24. Is there any need for protection board installation over the membrane waterproofing? No info provided in the specs and drawings.

Response: Fill can be placed directly on the membrane waterproofing. Specifications for the membrane waterproofing are in the Standard Specifications.

25. According to Note-20 on Drawing G-1, all trench paving shall be performed on weekly basis. We think that this work will be performed with total street paving. Please need your comment.

Response: Two paving operations are anticipated: trench width (i.e. temporary) paving for utilities installed in advance of the culvert installation & roadway regrading; and full width roadway (i.e. permanent) paving following culvert installation & roadway regrading.

Temporary pavement:

Provide temporary riding surface and control dust during construction.

2" FABC Mix I-5 over 6" DGA, place flush with existing grade.

Completely replace with permanent pavement.

Permanent pavement:

4" Bituminous Stabilized Base Course Mix I-2 over 6" DGA, place 2" below proposed roadway grade.

Pavement ramps to driveways and around utility castings to be provided during settlement period.

2" FABC Mix I-5 to be placed to proposed grade after settlement period as directed by the contracting officer.

26. According to Note-20 on Drawing G-1, all excavations shall be backfilled on a daily basis and reopened to traffic every night. We think that this method will increase the duration of the project. Are there any alternate methods to be used?

Response: See response to question number 18.

27. This Amendment shall be attached to the specifications and shall be a part thereof.

CLAUSES INCORPORATED BY REFERENCE

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products	AUG 2000
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	DEC 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 540 days after NTP.* The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$ 938.00 [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUL 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer

has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: (Contracting Officer to list applicable excepted materials or indicate "none")

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before

contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

The reserved amount identified in solicitation clause EFARS 52.232-5002 CONTINUING CONTRACTS i(ALTERNATE) is revised to state \$300,000.00, from \$500,000.00.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

SBA NEW JERSEY DISTRICT OFFICE

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the US Army Corps of Engineer, NY District. Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
-------	------	-------------

SEE TECHNICAL PROVISIONS FOR BASE BID ITEMS

(End of clause)

i. TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section 00800 - Special Contract Requirements

SECTION 00800 ADENDUM

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

- a. The Contractor shall be required to (i) commence work under this contract within 5 calendar days after the date the Contractor receives the Notice to Proceed, (ii) prosecute the work diligently, and (iii) complete the entire work ready for use, not later than 540 calendar days after the date the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.
- b. Location: The site of work is located within the Town of Dover and Rockaway Township, Morris County, New Jersey.
- c. The Contractor shall furnish all labor, materials, equipment and services (except those furnished by the Government) for the following work: Improvement of drainage along McKeel Brook in the Town of Dover and Rockaway Township, Morris County, New Jersey. Removal and Replacement of sanitary sewer mains and lateral connections, water mains and service connections and roadway reconstruction.
- d. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject in every detail to his supervision, direction, and instructions. (DoD FAR Supplement 52.236-7014)
- e. Magnitude of Construction Project: The estimated value of the proposed work is between \$1,000,000 and \$5,000,000.

2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984)

- a. If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$938 for each day of delay.
- b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.
- c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.
- d. At a time before the project is physically complete but is functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 30 days from the date of transfer. In this case the Contractor shall pay liquidated damages for punchlist items not completed in the daily amount of \$100 per day commencing after 30 days of project transfer or after date required for project completion (including all extensions), whichever occurs later.

3. EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (1984 APR) (FAR 52.222-28)

Notwithstanding the clause of this contract entitled "Subcontracts" the Contractor shall enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award.

4. CERTIFICATES OF COMPLIANCE

Any Certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 4 copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements. (ECI 7-670.3)

5. BID GUARANTEE

See Bid Guarantee Clause of Section 00700, CONTRACT CLAUSES.

6. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (52.236-7001)

See Contract Drawings, Maps and Specifications Clause of Section 00700, CONTRACT CLAUSES.

7. RECORD DRAWINGS

a. General: The Contractor will maintain as-built drawings during the construction period and will submit final record drawings at the completion of individual facilities. The Government will provide to the Contractor the CAD (Computer-Aided Drafting) files consisting of compact (computer) disks or magnetic media of the drawing files in the appropriate CAD format (i.e. "Microstation", "Autocad", etc.) for the project. The Contractor is required to make prints or mylars from the CAD files and continuously maintain drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand or by CAD methods. Scanned drawings will not be acceptable. If the Government cannot provide CAD files for the project drawings, mylar (reproducible) drawings will be provided. The contractor will then be required to comply with all requirements indicated herein by the use of hand drafting.

b. Progress As-built Prints: During construction the Contractor is responsible for maintaining up to date one set of paper prints to show as-built construction conditions. These prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accordingly and neatly recorded as they

occur by means of details and notes. The as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Progress as-builts shall show the following information, but not limited thereto:

- (1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features.
- (2) The location and dimensions of any changes with the building and structure.
- (3) Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.
- (4) Correct elevations if changes were made in site grading
- (5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- (6) The topography and grades of all drainage installed or affected as part of the project construction.
- (7) All changes, which result from contract modifications.
- (8) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.
- (9) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

c. Hand Drafting: If mylars only are provided to the Contractor, they shall be updated using hand drafting. Only personnel proficient in the preparation of engineering drawings to standards satisfactory and acceptable to the Government shall be employed to modify the mylar reproduction drawings or prepare additional new drawings. All additions and corrections to the contract drawings shall be neat, clean and legible, and shall match the adjacent line work and/or lettering being annotated in type, density, size and style. All drafting work shall be done using the same medium (pencil, plastic lead or ink) that was employed on the original contract drawings and with graphic lead on paper base material. The title block to be used for any new as-built drawings shall be similar to that used on the original contract drawings.

d. Protection of Records: The Contractor shall be responsible for the protection and safety of mylars and CAD record until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

e. 50% As-Built Update: At the 50% point in construction of this project (as determined by progress payments) the Contractor will update the CAD files of the project drawings in the appropriate CAD program to show as-built conditions as above, and submit an updated computer disk and one set of prints to the Contracting Officer for approval. If mylars only are provided to the Contractor, they shall be updated at this stage using hand-drafting as specified herein, and the Contractor shall submit one set of prints to the Contracting Officer for approval. Any required corrections will be made by the Contractor before payment will be approved for this item.

The Contractor must use the updated CAD record or mylar drawings to produce required prints.

f. Preliminary Record Drawing Submittal: At least thirty calendar

(30) days before the anticipated date of final acceptance inspection the Contractor shall deliver two copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the project as it has been constructed, adding such additional drawings as may be necessary. They shall be printed from the CAD files updated in the appropriate CAD program, or from updated mylars if mylars only were provided to the Contractor.

Within ten days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. Contractor will correct and resubmit within 5 days. Any required subsequent review and resubmission periods will each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor will prepare final record drawings.

g. Record Drawing Submission: In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original contract drawings will be dated in the revision block. All prints and mylars must be reproduced from the updated CAD files.

If mylars only were provided to the Contractor, they shall be hand-lettered or stamped as indicated above, and revisions shown in revision block. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer:

Three (3) CD's (ROM) of CAD files of Record Drawings.

One (1) set of Mylar Record Drawings

One (1) copy of prints of Record Drawings.

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the project and shall be cause for withholding any payment due the Contractor under this contract..

h. Property: All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.

i. Payment: No separate payment will be made for the as-built and record drawings or updating of CAD files required under this contract, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

8. PHYSICAL DATA

Information and data furnished or referred to below are not intended representations or warranties but are furnished for information only. It is expressly understood that the Government will not be responsible for any deduction, interpretation, or conclusion drawn therefrom by the Contractor: (FAR 52.236-4) (APR 1984).

A. Weather Conditions: Climatological data determined from records of the U.S. Weather Bureau station, Elizabeth, New Jersey

Mean Annual Temperature: 54 degrees F.

Mean Annual Precipitation: 46 inches

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS
BASED ON (5) DAY WORK WEEK

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
(15) (15) (10) (5) (5) (5) (5) (4) (6) (4) (4) (7)

3. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 2, above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

B. Survey and Subsurface Investigations: The physical conditions indicated on the Contract Drawings and the Specifications are the result of site investigations by survey and SPT (Standard Penetration Testing) sampling. While the Government's procedures for subsurface investigations may produce representative information at their respective locations, local variation characteristics of the subsurface materials of this region are to be expected. Should any question or discrepancy arise, the condition should be independently confirmed by the Contractor.

c. Transportation Facilities: Interstate 80, US Route 46 and New Jersey State Route 10 are located in the vicinity of the Project area. The Contractor shall make his own investigation of available roads for transportation, load limits of bridges and roads, and other road conditions affecting the transportation of materials, equipment, supplies and other facilities to the site. The Contractor shall also construct such temporary haul roads and bridges as may be necessary for the conduct of his work. Any such temporary construction shall be restored to its original condition at the completion of the Contract. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be the responsibility of the Contractor.

9. PAYMENT FOR MATERIALS DELIVERED OFF-SITE

Pursuant to the Contract Clauses in this contract titled "Payments Under Fixed-Price Construction Contracts", materials delivered to the Contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the Contract Clauses are fulfilled. Payment for items delivered to locations other than the work site will be limited to those materials which have been approved, if required by the technical provisions; those materials which have been fabricated to the point where they are identifiable to an item of work required under this contract. Such payment will be made only after receipt of paid or receipted invoices or invoices with cancelled check showing title to the items in the prime contractor and including the value of materials and labor incorporated into the item. (EFARS 52.2/9102E)

10. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (EFARS 52.2/9108 f))

a. Allowable cost for construction plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8,* "Construction Equipment Ownership and Operating Expense Schedule," Region 1. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified Otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces or equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

(* This manual can be ordered from the Government Printing Office by calling Tel. No. (202) 783-3238. There is a charge for the manual.)

b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated leases are allowable. Costs for major repair and overhaul are unallowable.

c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

11. ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

Add the following sentence to paragraph "g" of basic contract clause, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (1984 APR):

"Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted."

Alt.1 (APR 1984)(FAR 52.236-21)

12. AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

The responsibility shall be upon the Contractor to provide and maintain at his own expense adequate supply of electricity, water, and sanitary facilities for his use for construction purposes and the use of his construction forces and to install and maintain necessary supply connections for same, but only at such locations and in such manner as may be approved by the Contracting Officer's representative. All installations shall comply with all applicable codes, standards and requirements. Before final acceptance, temporary connections installed by the Contractor shall be removed in a manner satisfactory to the Contractor Officer.

13. LAYOUT OF WORK

a. The Government will furnish the following base lines and bench marks at the site of the work: (Monuments and bench marks as shown on the drawings.)

b. From the base lines and bench marks furnished by the Government, the Contractor shall layout the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

c. The contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the base lines and bench marks established by the Government. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Contracting Officer, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

14. FIELD OFFICE

The Contractor shall furnish at the job site, prior to the start of work, a lockable new field office and new equipment for the use by the USACE, meeting the following requirements.

The field office may be a separate trailer or equivalent space in an office building and shall be located immediately adjacent to the project site within view of the construction project, as indicated in the contract documents, or at an alternate location approved by the Government. Field office shall consist of the following:

A. Office

1. Office space shall consist of One (1) office room of not less than 150 SF and One (1) partitioned meeting room having a minimum of 300 square feet of open floor area. All rooms shall have at least two operable windows with screens and window blinds.
2. Lighting. Electric light, non-glare types luminaries to provide a minimum illumination level of 50-foot candles at desk height level.
3. Heating and Cooling. Adequate equipment to maintain an ambient air temperature of 70 degrees F +/- 3 degrees.
4. Toilet - One Separate enclosed room, power ventilated, heated, and complying with applicable sanitary codes including hot and cold running water and flush type toilet.
5. Sufficient supply of electrical outlets meeting NEC code for residential construction.
6. Fire Extinguisher. Non toxic, dry chemical, fire extinguisher meeting underwriters Laboratories, Inc. approval for Class A, Class B, and Class C fires with a minimum rating of 10A; 20B; 10c.
7. Trailer shall be placed on concrete block supports, leveled and properly anchored to withstand wind loads. A corrugated metal curtain shall be installed around the perimeter of the trailer from floor level to the ground and firmly attached to withstand appropriate wind loads. All piping, conduits, etc. shall be adequately supported and insulated as needed.

B. Office furniture and miscellaneous equipment shall consist of the following:

1. Two (2) office desks with lockable drawers (60 inches x 30 inches) laminated top and high-back cloth, ergonomically-designed swivel chairs.
2. Two (2) Five drawer Horizontal file cabinets.
3. Two (2) Shelf sets (bookcases), four shelves high (5 foot) x 12 inches deep x 3 feet wide.
4. One (1) office conference table, 2-1/2 feet by 10 feet with laminated top.
5. Twelve (12) padded folding chairs
6. One (1) Bulletin board, 3 feet x 5 feet mounted as directed.
7. Four (4) wastebaskets with supply of bags.
8. One (1) Vertical filing plan rack for twelve sets of E size plans.
9. One (1) Drafting table for E size drawings and appropriate adjustable drafting chair.
10. Two (2) folding tables, 2 feet by 6 feet with laminated top.
11. Two (2) wall mounted coat racks with 6 hooks.
12. One (1) Paper towel dispenser with continuous supply of towels.
13. One (1) Paper cup dispenser with continuous supply of cups.
14. One (1) Water cooler/heater with bottled water supply service.
15. One (1) Steel locking storage cabinet.
16. One (1) Microwave Oven (800 w, 1.2 cf Minimum)
17. One (1) Refrigerator (minimum 10 cf) with separate freezer compartment
18. First Aid Kit: As a minimum the kit will include antiseptic kit, eyewash solution, bandages, insect sting medication, aspirin and acetaminophen, and cold pack.

C. Computers and Communication Equipment

1. Four (4) Telephones: Telephone shall be two lines with phone number memory, conference calling capability, and speaker. Panasonic Model EASA-Phone KX-T3120 or equivalent.
 2. One (1) digital telephone answering machine with remote answering access capability and voice time/day stamp.
 3. One (1) Plain paper fax machine with a dedicated telephone line and an adequate supply of paper.
 4. One (1) Heavy duty, digital dry process photocopying machine, with auto document feeder, sorter, collator, enlarging/reduction ability, 8.5 x 11; 1, .5 x 14 and 1, 11 x 17 paper trays and an adequate supply of copy paper, and printing supplies.
 5. One (1) HP Laserjet 4100 Series Printer or equivalent with appropriate software.
 6. One (1) HP Scanjet 5490C Series Optical Scanner or equivalent with appropriate software.
 7. One (1) HP Deskjet 960 cse Color Inkjet printer or equivalent with appropriate software.
 8. One (1) HP Photosmart 715 Digital Camera or equivalent with appropriate software.
 9. The supply of FAX, printer, and copy paper, toner, and printer ink shall be replenished by the Contractor regularly as required.
 10. FAX, Computer Modems, and telephones must have separate lines. All telephones will be on the same two lines. Provide adequate jacks for communication equipment.
 11. Four (4) 6 outlet surge protector for computer and other electronic equipment.
 12. Personal Computer:
 - a. Two (2) Pentium 4 computers with 19" monitors, keyboard, etc. Both computers must be able to independently operate the two printers, and each must have modems connected to separate phone lines.
 - b. Pentium IV processor running at 1.8 GHz or better
 - c. High speed cache memory controller with at least 512 KB L2 PIPELINE BURST CACHE
 - d. At least 512MB SDRAM
 - e. 400MHz System Bus
 - f. (1) 3.5" 1.44 MB diskette drives with hard drive controller
 - g. Hard drive controller with 40 GB hard drive with access time of 9 ms
 - h. Sound Card WI SPEAKERS
 - i. Enhanced 101 keyboard
 - j. 6 outlet surge protector
- DOCUMENT 00800 Page 10
- FCP MCKEEL
- k. 17" Flat Panel SVGA high resolution COLOR monitor or better with refresh rate 75Hz or better and 8Mb Color Graphics
 - l. 3 Button ergonomic mouse and mouse pad
 - m. Modem V.90 Or V.92 56KB Baud (U.S. Robotics or equal)
 - n. Internal DVD ROM 16X and CD-RW (Read/Write) Drive 24X
 - o. Microsoft Windows 2000 Professional Operating System
 - p. Microsoft Office 2000 Professional Suite
 - q. Lotus Smart Suite and Adobe Acrobat Reader
 - r. Signature card reader: Gradkell Computer Inc.
 - s. Part# 050-0300 Description: Argus 300 (card reader and PCI adapter package) for CEFMS: phone# (256)-722-8585 X37 (Mr. Wayne Wright)

- t. Norton Antivirus Software 2002 and periodic updates.
- u. Scheduling Software being used by the contractor for this project.
- v. TFT, digital FLAT SCREEN COLOR monitor-18 inch equal to Compaq Presario
- w. FP500 or better with digital port.
- x. 8Mb 100MHz (AGA) 3D color graphics card minimum
- D. Computer Security requirements:
 - 1. The contractor will agree to accept responsibilities and comply with procedures indicated below in connection with the furnishing of Contractor-owned computers for use by Government personnel in accordance with contract requirements.
 - 2. The computers must be dedicated exclusively for Government use. Contractor will not use any computer it supplies which is designated for use by the Government. Contractor will assure that the Central Processing Unit (CPU) is electronically isolated from the contractor's and not inter-connected via Local Area Network (LAN).
 - 3. Normal access to the computer shall be restricted to Corps of Engineers personnel. Contractor shall set up computers in a secure area and give the keys to the Government. Contractors must immediately notify Government personnel when emergency access to the computer location was exercised by non-Government individuals, and what the circumstances were.
 - 4. If the CPU hard drive fails, the Government will furnish an equivalent hard drive to the owner of the computer, and the old hard-drive will be returned to the Government. Contractor shall not remove any hard drive nor proceed with any repair of the computer unless an authorized Government employee witnesses and approves of the repair.
 - 5. At the time of return of the computer, the Contractor will allow the Government to first remove all information from the hard-drive.
 - 6. Contractor agrees to provide a written certification signed by an authorized officer of the company agreeing to the above policy.

E. Services

- 1. 24 hour electronic security alarm system with direct feed to local police department.
- 2. Janitorial services on a daily basis including, but not limited to, sweeping, emptying baskets. Weekly mopping, dusting all surfaces, servicing of toilets and washing and waxing of floors, cleaning all windows (inside and out) and re-supply of paper goods and soap.
- 3. The Contractor shall be responsible for the installation costs, and monthly payments for all required services including telephone, electrical, water, sewer, etc. and of the above service and equipment.

No separate payment will be made for providing the above accommodations and all costs in connection therewith will be considered the obligation of the Contractor.

The field office and facilities shall be removed from the project site at the original contract completion date or the extended contract completion date as directed by the Contracting Officer.

No payment shall be made for Mobilization until the field office is complete and accepted.

15. BULLETIN BOARD

Immediately upon beginning of work under this contract, the Contractor shall provide at the job site a weatherproof glass-covered bulletin board for displaying the fair employment poster, wage rates, and safety bulletins and

posters. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire and police shall be posted. The bulletin board shall be located in a conspicuous place easily accessible to all and legible copies of the aforementioned data shall be displayed until work under the contract is completed. No direct payment will be made for the bulletin board.

16. QUANTITY SURVEYS (APR 1984)

- a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- b. The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.
- c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer's representative. (FAR 52.236-16)

17. SUPERINTENDENCE OF SUBCONTRACTORS (JAN 1965)

- a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clause titled, "SUPERINTENDENCE BY THE CONTRACTOR".
 - (1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.
 - (2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.
- b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made. (DoD FAR Supplement 52.236-7008)

18. SCHEDULING AND DETERMINATION OF PROGRESS

Pursuant to the Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, the Contractor shall prepare and submit for approval a practicable project schedule. The type of schedule and detailed requirements as well as timing of this submittal shall be as specified in specification section "PROJECT SCHEDULE".

This schedule will be the medium through which the timeliness of the Contractor's construction effort is appraised. When changes are authorized that result in contract time extensions, Contractor shall submit a modified schedule for approval by the Contracting Officer.

The terms of Contract Clause, SCHEDULES FOR CONSTRUCTION CONTRACTS, with reference to overtime, extra shifts, etc., may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates on the approved project schedule, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met.

Neither on the project schedule as originally submitted nor on any updated periodic schedules which the Contractor is required to prepare and submit, shall the actual progress to be entered include or reflect any materials which even though on the site, are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of up to 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clauses, PAYMENT UNDER FIXED- PRICE CONSTRUCTION CONTRACTS. The making of such an allowance will be contingent upon a determination by the Contracting Officer that the Contractor's compliance with the quality control requirements of the contract is more than satisfactory.

19. PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FLXED-PRICE CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

a. At the time of submission of the progress chart, the contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advise the contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the contractor and any payment made to him. The Contracting Officer can determine if it is in the best interest of the Government to make payment without an approved breakdown, however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.

b. The contractor shall submit his request for payment by submission of a proper invoice to the office or Person(s) designated in subparagraph (c). For purposes of payment a "proper invoice" is defined as the following:

- (1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage or quantity of work of each item and the associated costs.
- (2) A properly completed Eng Form 93 and 93a (where required).
- (3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.
- (4) The following certification executed by a responsible official

of the organization authorized to bind the firm. A "responsible official" would be either a corporate officer, partner, or owner, in the case of a sole proprietorship

I hereby certify, to the best of my knowledge and belief, that --

(a) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

(b) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of chapter 39 of Title 31, United States Code; and (c) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract. (d) All required prime and subcontractor payrolls have been submitted.

_____(Name)

_____(Title)

_____(Date)

c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the preconstruction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the Eng Form 93 and 93a Form to the Area Engineer.

d. The Government representative shall return any request for payment which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the contractor's representative should meet to resolve the differences and reach agreement. Upon agreement, the contractor shall submit a new breakdown and Eng Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the contractor in accordance with the following time frames:

(1) Progress Payments - From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check within 14 calendar days.

(2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 30 calendar days after the approval of the release to the contractor by the Contracting Officer or his authorized representative.

(3) Final Payment. A final payment request shall not be considered valid until the contractor has fulfilled all contract requirements including all administrative items, payrolls, warranties, etc. and has submitted a release of claims. When the contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 30 days from the date of acceptance of the project by the Contracting Officer.

20. SUBMISSION OF CLAIMS

The following shall be submitted to the Contracting Officer at the following address: U.S. Army Corps of Engineers, New York District, 26 Federal Plaza, New York, New York 10278-0090:

- a. claims referencing or mentioning the Contracting Disputes Act of 1978
- b. requests for a written decision by the Contracting Officer
- c. claims certified in accordance with the Contract Disputes Act of 1978

No other Government representative is authorized to accept such requests. A copy shall also be provided to the Authorized Representative of the Contracting Officer.

The Contractor shall also provide the Contracting Officer with a copy of any requests for additional time, money or interpretation of contract requirements which were provided to the Authorized Representative of the Contracting Officer and which have not been resolved after 90 days.

21. PROGRESS PAYMENTS

Progress Payments made pursuant to the PAYMENTS TO CONTRACTOR clause for any item of work in the bid schedule shall be based on the contract unit price or lump sum amount set forth in the bid schedule for that item of work. If the amount of the unit price or lump sum bid for any item of work is in excess of 125% of the Government estimate for such item, the Contracting Officer may require the contractor to produce cost data to justify the price of the bid item. Failure to justify the bid item price to the satisfaction of the Contracting Officer may result in payment of an amount equal to 125% of the Government estimate for such bid item upon completion of work on the item and payment of the remainder of the bid item price upon final acceptance of all contract work.

22. PERFORMANCE EVALUATION OF CONTRACTOR (1985 JAN HQ USACE)

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be SF 1421, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DoD Contracting Officers for their future use in determining Contractor responsibility, in compliance with DFARS 36.201(c)(1).

23. SAFETY AND HEALTH REQUIREMENTS MANUAL

If this contract is for construction or dismantling, demolition, or removal of improvements with any Department of Army agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in

effect on the date of the solicitation. The latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage select Safety and Occupational Health). Contractor shall be responsible for complying with the current edition and all changes posted on the web as of effective date of this solicitation. Before commencing the work, the Contractor shall: (1) Submit a written proposal for implementing the Accident Prevention Plan; and (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

24. AUTHORIZED CONSTRUCTION AREA AND TRESPASSING

The Contractor shall not inflict damage upon land and properties outside the authorized construction area by unwarranted entry upon, passage through, damage to, or disposal of, material on such land or property. The Contractor may make a separate agreement with any other party, regarding the use of, or right to, land or facilities outside the contract area. If such an agreement is made, it shall be in writing and a copy shall be furnished the Contracting Officer. The Contractor shall hold and save the Government, its officers, and agents free from liability of any nature or kind arising from any trespassing or damage occasioned by his operations.

25. DAMAGE TO WORK

The responsibility for damage to any part of the permanent work shall be as set forth in the article of the contract clause entitled "PERMITS AND RESPONSIBILITIES". However, if in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood, earthquake, hurricane, severe coastal storm or tornado, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump-sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment, pursuant to Contract Clause entitled CHANGES, will be made as full compensation for the repairs of that part of the permanent work for which there are not applicable contract unit or lump-sum prices. Except as herein provided, damage to all work, utilities, materials, equipment, and plant, including temporary construction and utilities, pavements, and other property along the routes used by the Contractor's pipelines and/or land vehicles, shall be repaired to the satisfaction of the Contracting Officer, the State of New Jersey, and the utilities companies, at the contractor's expense regardless of the cause of such damage.

26. ENVIRONMENTAL LITIGATION (1974 NOV) (OCE)

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order

is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (ECI 7-671.10)

27. LABOR-ADDITIONAL REQUIREMENTS

Fringe benefits statement: The method of payment of applicable fringe benefits will be indicated on DD Form 879, Statement of Compliance, and attached to each weekly payroll.

28. CRANE AND DRAGLINE SAFETY REQUIREMENTS

In addition to meeting all applicable requirements of OSHA standards and Section 16 of the U. S. Corps of Engineers Manual, "Safety and Health Requirements", EM 385-1-1, dated 3 September 1996, all cranes used in performing the work set forth in these specifications shall be equipped with geared boom hoists or otherwise provided with mechanisms which will prevent the booms from failing free. Cranes that are equipped with booms that can be lowered either by gravity or by power shall have the mechanisms for operating the booms by gravity made inoperative so that the booms cannot be lowered by gravity. The booms of all cranes and draglines shall also be equipped with shock absorbing type back stops to prevent them from overtopping. All cranes shall have a red strobe light and two flags attached to the end of the boom. The flags shall be 18-inches square and international orange in color. The strobe does not need to be flashing during daylight hours or when the boom is lowered to the ground at night. The strobe shall be flashing when operating during weather in which visibility is reduced or when operating at night. The strobe shall remain flashing if the boom remains elevated at night.

29. NOT USED.

30. ACCESS AREA

Areas designated on the drawings as "Access to Working Area" shall be used by the Contractor solely for the purpose of access to and from the "Work Limits". The Contractor shall arrange his use of these access areas so as to minimize interference with the property owners' (or user's) access or normal use.

31. TIME EXTENSIONS (APR 1984)

Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule. (FAR 52.212-6)

32. VEHICULAR AND OTHER TRAFFIC CONTROL

The Contractor shall be required to provide and maintain barriers, flagmen and warning devices during construction and hauling operations which may interfere with vehicular and other traffic. The Contractor shall also be required to effect necessary traffic control as required by the appropriate agencies. All safety precautions shall be subject to the approval of the Contracting Officer.

33. STORAGE AREAS

The Contractor may store his required materials and equipment in accordance with the contract drawings. No storage will be allowed outside the designated areas unless approved by the Contracting Officer representative. The Contractor shall make his own arrangements with parties or agencies involved for storage areas outside the work limits.

34. VERIFICATION OF SMALL BUSINESS UTILIZATION

- a. This clause is applicable to small business concerns whose contracts exceed \$ 1,000,000.
- b. In accordance with the clause at FAR 52.219-8, entitled UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS, in effect on the date of this contract, the Contracting Officer may survey the extent of small and small disadvantaged business utilization under this contract. The Contractor may be required to report to the Contracting Officer statistical data on the number and dollars amounts of subcontracting awards with small businesses and small disadvantaged businesses.
- c. As appropriate, the Contracting Officer may require one or more follow-up reports to the initial report.
- d. The Contractor agrees to insert this clause in any subcontract that may exceed \$1,000,000, including this subparagraph (d).

35. PRECONSTRUCTION CONFERENCE

- a. A preconstruction conference will be arranged by the Contracting Officer, or his Representative, after award of contract and before commencement of work. The Contracting Officer's representative will notify the Contractor of the time and date set for the meeting. At this conference the Contractor will be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.
- b. The Contractor shall bring to this conference the following items in either completed or draft form:

- The Contractor's order of work.
- Accident Prevention Plan. (See Accident Prevention Clause in Section 00700 and paragraph 25 of this Section concerning Safety and Health Requirements Manual)
- Quality Control Plan. (See Section 01451)
- Letter appointing Superintendent.
- List of subcontractors, if any.

36. COORDINATION CONFERENCE

Routine coordination conferences will be scheduled by the Contracting Officer throughout the life of this contract. Coordination conferences will be held to discuss contract administration, Contractor quality control, phasing, scheduling, and other aspects relating to this construction. The Corps of Engineers and the Contractor will be represented at each of these meetings. Similar information concerning replacement personnel shall be forwarded to the Contracting Officer, should any replacement be required at any time during the life of this contract. Coordination conferences will be scheduled to occur on a weekly basis.

37. CONTRACTOR WORKING HOUR

Unless specifically authorized by the Contracting Officer, contract work shall be restricted to the hours of 7:00 A.M. to 6:00 P.M., Mondays through Fridays. No work will be permitted on Saturdays, Sundays and Federal and State legal holidays.

38. PARTNERSHIP IMPLEMENTATION PLAN

Not required.

39. GOVERNMENT RESIDENT MANAGEMENT SYSTEM AND CONTRACTOR QUALITY CONTROL MODULE

The Government will utilize an in-house Contract Administration program entitled "Resident Management System" (RMS). The Contractor shall utilize a Government furnished CQC Programming Module. See Section 01312 RESIDENT MANAGEMENT SYSTEM for requirements.

40. CONSTRUCTION PROJECT SIGNS AND PUBLIC SAFETY SIGN

The Contractor shall construct three signs, one for project identification, one to show on-the-job safety performance, and one public safety sign. Sample sign drawings together with mounting and fabrication details are provided at the end of this section. The signs shall be erected within 15 calendar days after the date of Notice to Proceed. The project identification and safety performance signs are to be displayed side by side and mounted for reading by passing viewers. The public safety sign shall be 48 inches in height and 48 inches in width. Exact placement location will be designated by the Contracting Officer. Panels are fabricated using HDO (High Density Overlay) plywood with dimensional lumber uprights and bracing. The sign faces are non-reflecting vinyl. All legends are to be die-cut or computer-cut in the sizes and type-faces specified and applied to the white panel background following the graphic formats shown on the attached sheets. The Communications Red panel

on the left side of the construction project sign with Corps signature (reverse version) is screen printed onto the white background. The Contractor shall maintain the signs in good condition throughout the construction period. No separate payment will be made for erecting and maintaining the signs and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the project site.

41. INSURANCE PROCURED BY CONTRACTOR

1. At the Government's option, to be exercised in writing no later than 12 days after contract award, the Contractor shall procure and maintain during the entire period of its performance under this contract the following insurance policies:

(a) Commercial General Liability Insurance in limits of not less than One Million Dollars (\$1,000,000) per occurrence and not less than Three Million Dollars (\$3,000,000) per aggregate for bodily injury, death, personal injury and property damage, including but not limited to coverage for premises-operations, products and completed operations, independent contractors and subcontractors, broad form property damage, property damage arising out of explosion, collapse or underground property damage hazards with a contractual liability endorsement covering the risks assumed and indemnification given by the County of Morris under the Project Cooperation Agreement for the McKeel Brook Flood Control Project. A copy of such Agreement shall be furnished to the insurance underwriter.

(b) Automobile Liability Insurance covering owned, non-owned, and hired automobiles with a combined single limit of liability per occurrence of not less than \$1,000,000 for bodily injury and property damage.

(c) Owner's and Contractor's Protective Liability Insurance with a limit of \$4,000,000 shall be provided by the Contractor for General Work for the sole protection of the County of Morris.

(d) Excess Liability Insurance with limit of liability of not less than \$10,000,000 with drop-down provision included. This must be excess of all primary liability contacts. When the required underlying limits of the excess carrier are less than those required by these specifications, the lower underlying limits will be acceptable.

(e) Builders Risk Insurance for coverage which shall be written for 100% of the completed value of this project subject to a deductible of not more than \$1,000. The form of coverage shall be Builders Risk Completed Value, All-Risk Form with an extension of building coverage to include personal property of others in the care, custody and control of the insured. All property losses shall be made payable to and adjusted with the County of Morris.

2. The policies described in (a) and (b) above shall be endorsed to include the County of Morris, the Town of Dover and the Township of Rockaway, New Jersey as an additional insured, and the policies described in (c) and (d) shall be endorsed to include the County of Morris, New Jersey as an additional insured, with the policies described in (a), (b), (c), (d) and (e) above to contain a provision that the policies may not be cancelled, terminated or modified without thirty days written notice to the Contracting Officer, US Army Corps of Engineers, 26 Federal Plaza, New York, New York 10278-0090 and the Division Head, Risk Management, The County of Morris, Department of Public Works, PO Box 900, Morristown, New Jersey 07963-0900

(Attention: Certificate Review). Moreover, the Commercial General Liability policy shall not contain any provisions for exclusions from liability other than provisions for exclusions from liability forming part of the standard, basic unamended and unendorsed commercial general liability policy. The policies described in (a), (b), (c) and (d) above shall include cross-liability coverage.

3. Further, the liability policies shall be specifically endorsed to prohibit the insurance carrier from raising any defense involving in any way jurisdiction of the Tribunal, immunity of the County of Morris, governmental nature of the County of Morris or the provisions of any statutes respecting suits against the County of Morris without obtaining written expressed advance permission from the Counsel for the County of Morris.

4. The Contractor shall take out and maintain Workers Compensation and Employers Liability Insurance in compliance with the Compensation Law of the State of New Jersey for which the contractor (and or subcontractors) shall provide proof of said insurance.

5. The contractor/vendor shall indemnify and hold harmless the County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the contractor/vendor's work or the completed operations provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor/vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the contractor/vendor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants by any employees of the contractor/vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor/vendor under worker's compensations acts, disability benefits acts or other employee benefit acts.

6. In the event the Government exercises the option provided for in this Section, the Contractor shall furnish to the Contracting Officer a certificate or statement of the above required insurance prior to the commencement of work under this contract. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the County of Morris, the Town of Dover and the Township of Rockaway, New Jersey in such insurance shall not be effective for such a period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer and the County of Morris. The Contracting Officer shall have the right, upon written notice, to receive certified copies of the policies required hereunder.

7. Prior to exercise of the option provided for in this Section, the Contractor will be required to submit to the Contracting Officer a certification from the Contractor's insurance carrier that the amount inserted

by the Contractor in the item entitled "Additional Cost for Optional Insurance" of the Price Schedule represents only the additional premium paid by the Contractor as a direct result of the specific insurance requirements of this Section and excludes those premium costs which would have otherwise been incurred by the Contractor if the insurance option had not been exercised.

8. Payment items for insurance premium procured by the Contractor under this paragraph shall be made at contract lump sum price listed in the Bidding Schedule as "Additional Cost for Optional Insurance", if the optional item is awarded.

42. CONTINUING CONTRACT (Alternate) (1995 MAR)(EFARS)

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$500,000 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more nonfederal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

43. TOWN HALL MEETINGS

The Contractor shall provide briefings to address construction progress and local communities' concerns. The Contractor is required to attend four (4) evening meetings.

44. HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA (NOV 1991)

a. Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract.)

b. The Offeror must list any hazardous material, as defined in paragraph "a" of this clause, to "e" delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number.

This information shall also be included on the Material Safety Data Sheet submitted under this contract. Material (if none, insert NONE) _____

Identification No. _____

c. The apparently successful Offeror, by acceptance of the contract, certifies that the list in paragraph b of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

d. The apparently successful Offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material, identified in paragraph "b" of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet

prior to award my result in the apparently successful Offeror being considered non-responsible and ineligible for award.

e. If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph "d" of this clause or the certification submitted under paragraph "c" of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

f. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

g. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

h. The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to:

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting or disposing of hazardous materials.

(ii) Obtain medical treatment for those affected by the material, and;

(iii) Have other use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources. (FAR 52.223-3)

- End of Section- -DOCUMENT 00800 Page 26

The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large 4' x 4' section of the panel in the right is to be white with black legend. The 2' x 4' section of the sign on the left with the full corps Signature (reverse version) is to be screen printed Communications Red on the white background. The castle insignia will be furnished by the Government in pressure sensitive vinyl for affixing by the Contractor.

See attached sheet for fabrication and mounting guidelines.

SAMPLE:

2"

WH-RD/BK

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* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.

Show non-Federal local partner's name and logo under "Local Sponsorship"

County of Morris, New Jersey

CID-01 various 4' x 6' 4' x 4' HDO-3

Color

Size Size Code Height Bkg/Lgd

48"

Type

Legend

Sign Panel Post Specification Mounting

3"

(Dimensions are in inches)

3' 21" 1" 21"

7.75"

9.5"

3' 21" 3" 42" 3"

1.875"

1.875"

1.875"

1.875"

4.5"

4.5"

6"

2.25"

McKeel Brook Flood Control Project
 Town of Dover and Rockaway Township
 Morris County, New Jersey
 * Appendix D

right upper and lower case with
 (architect, general contractor, etc.),
 corporate or firm name, city, state.
 Use of Legend Group 5 is optional.
 Color: Black
 Legend Group 5a-b: One-to-five
 initial capitals only as shown.
 Letter and word spacing to follow
 Corps standards as specified in
 Typeface: 1.25" Helvetica Regular
 Maximum line length: 21"
 All typography is flush left and rag
 line identification of prime
 contractors including: type
 Cross-align the first of Legend
 Group 4 with the first line of the
 Corps Signature (US Army Corps)
 as shown.
 Color: Black
 Typeface: 1.5" Helvetica Regular
 Maximum line length: 42"
 Legend Group 4: One-to two-line
 identification of project or facility
 (civil works) or name of sponsoring
 department (military).
 Color: Black
 Typeface: 3" Helvetica Bold
 Maximum line length: 42"
 Legend Group 3: One-to
 three-line project title legend
 describes the work being done
 under this contract.
 Castle)
 Color: white
 Typeface: 1.25" Helvetica Regular
 6"

PROJECT IDENTIFICATION SIGN
MILITARY PROJECT

4.5"
 6.25"
 10.5"
 2.5"

Contractor:

Legend Group 1: One to two-line
 description of Corps relationship
 to project

Color: white

District Name (optional, Place
 below 10.5" Reverse Signature (6"

Typeface: 1.25" Helvetica Regular
 Maximum line length: 19"

Legend Group 2: Division or

As Construction Project Identification signs Detailed specifications for
 and Safety Performance signs are to be HDD plywood panel preparation are prefabricated
 and installed as described vided in Appendix B.**

below. The signs are to be erected at a Shown below the mounting diagram is
 location deignated by the contracting of - a panel layout grid with spaces provided
 ficer and shall conform to the size, format, for project information. Photocopy this
 and typographic standards shown on page and use as a worksheet when prethe

attached sheets. apring sign legend orders.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDD specifications provided in Appendix B. **

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing. All graphics except for the Communications Red background with

Corps signature on the project sign are to be die-cut or computercut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on the attached sheets.

The 2'x4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on

the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large Construction Project Sign scale reproduction artwork for the Legend Group 1: Corps Relationship signature is provided on page 4.8

Drill and Insert six (6) .375" T-nuts from the front face of the HDD Legend Group 2: Divison/District Name Apply graphic panel to prepared Legend Group 3: Project Title HDD plywood panel following

better. Post to be 12" long. Drill six (6) .375" mounting holes in Legend Group 4: Facility Name uprights to align with T-nuts in sign

Assemble sign panel and uprights. Legend Group 5a: Contractor/A&E Legend Group 5b: Contractor /A&E Imbed assembled sign panel and

Safety Performance Sign Legend Group 1: Project Title Legend Group 2: Contractor/A&E

Fabrication and Mounting Guidelines

48"
48"

(Dimensions in inches)

** Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EP-310-1-6.

18"
(photographically enlarge from 1. 6.875" to 10.5"). **
2.

sign panel. Position holes as 1. shown. Flange of T-nut to be flush with sign face. 2.

manufacturers' instructions. 1.

2. Sign uprights to be structural grade 4"x4" treated Douglas Fir

3. or Southern Yellow Pine. No.1 or panel. Countersink (.5") back of 1. hole to accept socket head cap screw (4"x.375"). 2.

uprights in 4" hole. Local soil con- 1. 1. ditions and/or wind loading may require bolting additional 2"x4" 2. 2. struts on inside face of uprights to reinforce installation as shown. 3. 3.

4. 4.

1.

2.

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5. 5.

1.

2.

The graphic format, color, size and type-faces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Group 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown. Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Legend Group 1: Standard two-line
title "safety is a Job Requirement",
with (8" od.) Safety Green First Aid
logo. Color: To match PMS 347
Typeface: 3" Helvetica Bold
Color: Balck

McKeel Brook Flood Control Project
Legend Group 2: One- to two-line Town of Dover and Rockaway Township
project title legend describes the Morris County, New Jersey
work being done under this
contract and name of host project.
Color: Black 2.25"
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

2.25" Contractor:

Legend Group 3: One - to two-line
identification: name of prime This project has Days without &
contractor and city, state address. 1.875" operated: lost time injury 4.875"
Color: Black

Typeface: 1.5" Helvetica Regular Total days worked
Maximum line length: 42" 1.875" on this contract 4.875"

Legend Group 4: Standard safety Lost time
record captions as shown. 1.875" injuries 4.875"

Color: Black
Typeface: 1.25" Helvetica Regular
Replaceable numbers are to be
mounted on white .060: aluminum
plates and screw-mounted to
background.

Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5"x.5"

All typography is flush left and rag
right, upper and lower case with
initial capitals only as shown.

Letter- and word-spacing to follow
Corps standards as specified in
Appendix D. *

* Refer to the U.S. Army Corps of Engineers, "Sign Standards Manual",
EPS-310-1-6.

Sign Legend Post Specifications Mounting Color
Type Size Size Code Height Bkg/Lgd
CID-02 various HDO-3 48" WH/BK-GR

SAFETY PERFORMANCE SIGN

Safety is a Job Requirement

3" 3" 8"

56

6 5

0

3"

3"

4"

3"
10.5"
3" 31"

Dimensions inches.

3" 2" 17"
6"
3.875"
4.5"

See attached sheet for fabrication and
mounting guidelines.

Panel
Size
4"x4" 4"x4"
2.5" 2.5"
.875"
3.125"
.975"
2.5"

00800 - 29

562

RED CASTLE

CONTRACTOR: 48" LENGTH

FUNDED BY: FEDERAL % LOCAL %

COMPLETION DATE:

1. DO NOT ENTER DESIGNATED WORK AREAS
2. OBEY ALL VILLAGE REGULATIONS CONCERNING
PROHIBITED BEACH ACTIVITIES

DISTRICT ENGINEER COL JOHN B. O'DOWD

48" WIDE

US ARMY

CORPS of ENGINEERS New York District

00800-30

McKeel Brook Flood Control Project

Town of Dover and Rockaway Township

Morris County, New Jersey

FOR YOUR SAFETY

RED LETTER

PUBLIC SAFETY SIGN

WAGE RATES DETERMINATION

GENERAL DECISION **NJ020003** 01/03/2003 NJ3

Date: January 3, 2003

General Decision Number **NJ020003**

Superseded General Decision No. NJ010003

State: New Jersey

Construction Type:

BUILDING
HEAVY
HIGHWAY

County(ies):

BERGEN	MIDDLESEX	SUSSEX
ESSEX	MORRIS	UNION
HUDSON	PASSAIC	WARREN
HUNTERDON	SOMERSET	

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories, does not include Hunterdon or Somerset Counties for building construction only)

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS sg

Modification Number	Publication Date
---------------------	------------------

0	03/01/2002
1	03/08/2002
2	03/15/2002
3	04/19/2002
4	05/03/2002
5	05/10/2002
6	06/07/2002
7	07/05/2002
8	08/09/2002
9	09/06/2002
10	11/01/2002
11	11/08/2002
12	01/03/2003

COUNTY(ies):

BERGEN	MIDDLESEX	SUSSEX
ESSEX	MORRIS	UNION
HUDSON	PASSAIC	WARREN
HUNTERDON	SOMERSET	

ASBE0032E 09/19/2001

Rates Fringes

BERGEN, ESSEX, HUDSON, HUNTERDON (Remainder), MIDDLESEX (Remainder), MORRIS, PASSIAC, SOMERSET (Remainder), SUSSEX, UNION, & WARREN (Remainder) COUNTIES:

ASBESTOS WORKERS/INSULATORS

Includes the application of all
insulating materials; protective
coverings, coatings, and finishes
to all types of mechanical systems 30.62 18.16

ASBE0089A 07/01/2002

	Rates	Fringes
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HUNTERDON (Alexander, Bethlehem, Bloomsbury, Clinton, Delaware, East Armwell, Flemington, Franklin, Frenchtown, Glen Garden, Hampton, High Bridge, Holland, Kingwood, Lambertville, Lebanon, Milford, Raritan, Readington, Stockton, Union, and West Armwell Twps), MIDDLESEX (Cranbury, East Brunswick, Helmburg, Jamesburg, Milltown, Monroe, North Brunswick, Plainsboro, South Brunswick, and Spotswood Twps), SOMERSET (Branchburg, Franklin, Hillsborough, Manville, Millstone, Montgomery and Rocky Hill Twps), AND WARREN (Franklin, Greenwich, Hamony, Lopatcong, Oxford, Phillipsburg, Washington, and White Twps) COUNTIES

ASBESTOS WORKERS/INSULATORS

Includes the application of all
insulating materials, protective
coverings, coatings, and finishes
to all types of mechanical systems 29.78 15.97

BOIL0028A 01/01/2002

	Rates	Fringes
--	-------	---------

BOILERMAKER	32.03	44%+4.61
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BRNJ0004D 11/01/2001

	Rates	Fringes
--	-------	---------

BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC, SUSSEX, UNION, WARREN, the following parts of HUNTERDON, and SOMERSET COUNTIES: (at Old Mill Inn Route #202 follow Passaic River to the Dean River from thence to Sunset Lake at Pluckemin, follow Chambers Brook to Oldwick to Fairmount, Hunderton County across the county line to Long Valley in Morris County, thence across

from Long Valley into Chester, three miles North of Chester to Muskrat, then back across into Ralston, Morris County, then follow Morris-Somerset County line into Mendham Township, then across Morris County line into Somerset, back to the Old Mill Inn in Bernardsville, Route #202, Somerset County)

BRICKLAYERS, CEMENT MASONS, PLASTERERS, & STONEMASONS	29.22	13.70
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BRNJ0005B 11/01/2000

	Rates	Fringes
HUNTERDON (Annadale,Califon,Lebanon,Oldwick,Readington, Three Bridges,& White House Station Twps.),MIDDLESEX (except Dunellen, Middlesex, Oak Tree, New Market, and South Plainfield Twps), AND SOMERSET (Remainer) COUNTIES		

BRICKLAYERS, CEMENT MASONS, PLASTERERS & STONEMASONS	27.85	12.70
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CARP0006B 11/01/2002

	Rates	Fringes
BERRGEN (East of Hackensack River including but not limited to Cliffside, Coytesville, Edgewater, Fairview, Fort Lee, Grant Wood, Leonia, Palisades Park, and Ridgefield Twps), AND HUDSON (East of the Hackensack River) COUNTIES		

CARPENTER	30.87	13.28
MILLWRIGHTS	30.87	13.28

CARP0015B 11/01/2002

	Rates	Fringes
BERGEN COUNTY (Remainder)		

CARPENTERS	30.87	13.28
MILLWRIGHTS	30.87	13.28

CARP0031C 11/01/2002

	Rates	Fringes
HUNTERDON (Starting at the South of the town of Frenchtown on the Delaware River, thence following the line in the center of the road to Bapistown to Croton to the City of Flemington to Flemington Junction to Three Bridges, tehnce following the Somerset County line Northward, all territory South of this line including the City of Flemington) AND SOMERSET (all territory South of a line beginning at Armwell on the County line to Zion to Fairview to Dutchtown to Plainsville to Bell Mead to Griggstown to the Delaware and Raritan Canal) COUNTIES		

CARPENTERS	30.87	13.28
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CARP0041C 11/01/2002

	Rates	Fringes
ESSEX (Millburn Twp), MIDDLESEX, MORRIS, SOMERSET (Municipalities of Greenbrook, North Plainfield, Watchung, and all communities East of King George's Road), SUSSEX AND UNION COUNTIES		

CARPENTERS & INSULATORS	30.87	13.28
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MILLWRIGHTS	30.87	13.28
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CARP0099I 11/01/2002

	Rates	Fringes
LATHERS	30.87	13.28

CARP0124A 11/01/2002

	Rates	Fringes
BERGEN (City of Garfield and Boroughs of Lodi and Wallington), AND PASSAIC COUNTIES		

CARPENTERS	30.87	13.28
MILLWRIGHTS	30.87	13.28

CARP0399A 11/01/2002

	Rates	Fringes
WARREN COUNTY		

CARPENTERS & INSULATORS	30.87	13.28
MILLWRIGHTS	30.87	13.28

CARP1342A 11/01/2002

	Rates	Fringes
ESSEX, AND HUDSON (West of Hackensack River)		

CARPENTERS	30.87	13.28
MILLWRIGHTS	30.87	13.28

CARP1456A 05/01/2001

	Rates	Fringes
DIVER	37.13	23.56
DIVER TENDER	27.67	23.56

CARP1456B 05/01/2001

	Rates	Fringes
DOCK BUILDER & PILED RIVERMEN	30.39	23.56

CARP2212A 11/01/2002

	Rates	Fringes
BERGEN, ESSEX, HUDSON, & PASSAIC COUNTIES		

SOFT FLOOR LAYERS	30.87	13.28
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ELEC0017A 07/01/1994

	Rates	Fringes
ELECTRICIANS (RAILROAD CONSTRUCTION)	21.20	26.5%
COMMERCIAL TELEPHONE INSTALLATION	21.20	26.5%

ELEC0102B 06/03/2002

	Rates	Fringes
MORRIS, PASSAIC, SUSSEX, UNION, AND WARREN COUNTIES		

LINE CONSTRUCTION:

Lineman & Equipment Operators	36.80	37%
Cable Splicers	40.48	37%
Groundmen	22.08	37%

ELEC0102C 06/03/2002

	Rates	Fringes
MORRIS, PASSAIC, SUSSEX, UNION, AND WARREN COUNTIES		

ELECTRICIAN	36.26	39.75%
CABLE SPLICER	39.88	39.75%

ELEC0164B 08/15/2000

	Rates	Fringes
BERGEN, ESSEX, AND HUDSON COUNTIES		

LINE CONSTRUCTION:

Lineman, Welder,X-Ray Technician, Equipment Repairman, & Equipment Serviceman	34.42	41%
Cable Splicer	38.89	41%
Groundman	20.66	41%

ELEC0164C 06/03/2002

	Rates	Fringes
BERGEN, ESSEX, AND HUDSON COUNTIES		

ELECTRICIANS	36.90	42%
CABLE SPLICERS	41.70	42%

ELEC0262B 08/15/1993

	Rates	Fringes
MIDDLESEX COUNTY (Area North and West of a line following the		

Philadelphia and Reading Railroad East from the Raritan River to Dismal Road, Northeast on Dismal Road to Park Avenue, North on Park Avenue to Lehigh Valley Railroad, and Northeast along that railroad to the Union County line)

ELECTRICIANS	25.92	6.09+20%
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ELEC0262H 11/30/1994

Rates	Fringes
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MIDDLESEX COUNTY (Area North and West of a line following the Philadelphia and Reading Railroad East from the Raritan River to Dismal Road, Northeast on Dismal Road to Park Avenue, North on Park Avenue to the Lehigh Valley Railroad, and Northeast along that railroad to the Union County line)

LINE CONSTRUCTION:

Linemen, Cable Splicers	22.87	3.76+11.7%
Groundmen	21.06	3.76+11.7%

ELEC0358A 06/01/1998

Rates	Fringes
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MIDDLESEX COUNTY (Remainder)

ELECTRICIANS	30.26	42.75%
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ELEC0358C 06/01/1998

Rates	Fringes
-------	---------

MIDDLESEX COUNTY (Remainder)

LINE CONSTRUCTION:

Linemen, Hole Digger Operator, Truck w/o Winch or Pole & Steel Hand, Truck w/o Winch, X-ray Technician & Equip. Repairer	30.26	43%
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Cable Splicer	33.89	43%
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Groundman & Winch Operator	29.47	43%
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Certified Welder Lineman	31.77	43%
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ELEC0456B 06/03/2002

Rates	Fringes
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MIDDLESEX COUNTY (Area South and West of a line extending East from the Raritan River along the Philadelphia and Reading Railroad to Shelton Rd, South on Shelton Rd to Lincoln Hwy to Vineyard Rd to Old Post Rd, along Old Post Rd to Mill Rd, along Mill Rd to the Raritan River, along the Raritan River to South

River, along South River to the Southern boundary of the Borough of South River, along this boundary to Cranbury South River Turnpike, along this road continuing on to Washington Rd and

Maplewood Ave in Cranbury to Scott Ave, along Scott Ave to Main St, on Main St and the turnpike to Millstone River)

ELECTRICIANS	34.77	45.75%
CABLE SPLICERS	38.94	45.75%

ELEC0456C 06/03/2002

Rates Fringes

MIDDLESEX COUNTY (Area South and West of a line extending East from the Raritan River along the Philadelphia and Reading Railroad to Shelton Rd, South on Shelton Rd to Lincoln Hwy to Vineyard Rd to Old Post Rd, along Old Post Rd to Mill Rd, along Mill Rd, along Mill Rd to the Raritan River, along Raritan River to South River, along South River to the Southern boundary of the Borough of South River, along this boundary to the Cranbury South River Turnpike, along this road continuing on to Washington Rd and Maplewood Ave in Cranbury to Scott Ave, along Scott Ave to Main St, on Main St and the turnpike to Millstone River)

LINE CONSTRUCTION:

Linemen	34.77	45.75%
Cable Splicer	38.95	45.75%
Groundmen	33.98	45.75%
Winch Operator	33.98	45.75%

ELEV0001A 07/01/1994

Rates Fringes

ELEVATOR MECHANICS:

Construction	22.59	5.22+A+B+C
Modernization	15.94	3.69+A+B+C

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day
 - B. Employer contributes \$8.00 per day per employee to annuity fund
 - C. Employee with 6 months but less than 5 years of service receive 2 weeks vacation, and 3 weeks vacation for 5 years or more of service
-

ENGI0825C 07/01/2002

Rates Fringes

POWER EQUIPMENT OPERATORS
TANK ERECTION:

GROUP 1	35.36	17.15+A+B
GROUP 2	34.52	17.15+A+B
GROUP 3	36.50	17.15+A+B
GROUP 4	32.43	17.15+A+B
GROUP 5	27.22	17.15+A+B

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day; Washington's Birthday
Memorial Day; Independence Day; Labor Day; Veteran's Day,
Thanksgiving Day; and Christmas Day.
- B. Employee receives 20% premium pay for hazardous waste work.

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers--on all Cranes, derricks, etc.
with booms including jib 140 ft. or more above the ground.

GROUP 2: Operating Engineers--on all equipment, including
cranes derricks, etc. with booms including jib, less than 140
ft. above the ground.

GROUP 3: Helicopters--Pilot.

GROUP 4: Air compressors, welding machines and generators (gas,
diesel, or electrical driven equipment and sources of power from
a permanent plant, i.e., steam, compressed air, hydraulic or
other power, for the operating of any machine or automatic tools
used in the erection, alteration, repair and dismantling of
tanks and any and all "DUAL PURPOSE" trucks used on the
construction job site.

GROUP 5: Oiler.

ENGI0825D 07/01/2002

Rates Fringes
POWER EQUIPMENT OPERATORS:
[STEEL ERECTION]:

GROUP 1	34.64	17.15+A+B
GROUP 2	34.73	17.15+A+B
GROUP 3	32.34	17.15+A+B
GROUP 4	29.78	17.15+A+B
GROUP 5	28.25	17.15+A+B
GROUP 6	26.49	17.15+A+B
GROUP 7	37.00	17.15+A+B

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
Memorial Day, Independence Day, Labor Day, Veteran's Day,
Thanksgiving Day, and Christmas Day.

B. Employees receive 20% premium pay for hazardous waste work.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS
[STEEL ERECTION]

GROUP 1: Cranes - (all cranes, land or floating with booms including job 140 ft. and over, above ground); derricks-(all

derricks, land or floating with boom including jib 140 ft. and over, above ground).

GROUP 2: Cranes - (all cranes, land or floating with booms including jib less than 140 ft. above ground); derricks (all derricks, land or floating with booms including jib, less than 140 ft. above ground).

GROUP 3: "A" frame; cherry pickers 10 tons and under; hoists; all types hoists shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type hoisting machines, portable or stationary, except Chicago boom type; jacks-screw air hydraulic power operated unit console type (not hand jack or pile load test type) side booms.

GROUP 4: Aerial platform used hoist; compressor, 2 or 3 in battery; elevators or house cars; conveyors and tugger hoists; fireman; forklift; generators, 2 or 3 maintenance-utility man; rod bending machine (power); welding machines--(gas or electric, 2 or 3 in battery, including diesels); captain power boats; tug master power boats.

GROUP 5: Compressor, single, welding machine, single, gas, electric converters of any type, diesel; welding system multiple (rectifier transformer type); generator, single.

GROUP 6: Oiler staddle carrier.

GROUP 7: Helicopter pilot.

 ENGI0825E 07/01/2002

Rates Fringes

POWER EQUIPMENT OPERATORS:

OILOSTATIC MAINLINES & TRANSPORTATION PIPELINES:

GROUP 1	33.50	17.15+A+B
GROUP 2	32.85	17.15+A+B
GROUP 3	29.71	17.15+A+B
GROUP 4	28.31	17.15+A+B
GROUP 5	26.49	17.15+A+B
GROUP 6	35.43	17.15+A+B

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day; Washington's Birthday, Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day; and Christmas Day
- B. Employee receives 20% premium pay for hazardous waste work.

OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; cranes (all types); draglines; front-end

loaders (5 yds. and over); gradalls; scooper (loader and shovel); koehring and trench machines.

GROUP 2: "A" frame; backhoe (combination hoe loader); boring and drilling machines; ditching machine, small; ditchwitch or similar type; fork lifts; front end loaders (2 yds and over but less than 5 yds.); graders, finish (fine); hydraulic cranes, 10 tons and under (over 10 tons - crane rate applies); side booms; and winch trucks (hoisting).

GROUP 3: Backfiller; brooms and sweepers; bulldozers; compressors (2 or 3 in battery); front-end loaders (under 2 yds.); generators; giraffe grinders; graders and motor patrols; mechanic; pipe bending machine (power); tractors; water and sprinkler trucks, welder and repair mechanic.

GROUP 4: Compressor (single); dope pots (mechanical with or without pump); dust collectors; farm tractors; pumps (4 in. suction and over); pumps (2 or less than 4 in. suction); pumps; diesel engine and hydraulic (immaterial or power); welding machines; gas or electric converters of any type, single; welding machines, gas or electric converters of any type, 2 or 3 in battery multiple welders; wellpoint systems (including installation and maintenance).

GROUP 5: Oiler, grease, gas, fuel and supply trucks and tire repair and maintenance.

GROUP 6: Helicopter-pilot.

ENGI0825M 07/01/2002

Rates Fringes

BUILDING CONSTRUCTION PROJECTS; HEAVY,
HIGHWAY, ROAD, STREET AND SEWER PROJECTS:

POWER EQUIPMENT OPERATORS

GROUP 1	32.87	17.15+A+B
GROUP 2	31.28	17.15+A+B
GROUP 3	29.37	17.15+A+B
GROUP 4	27.74	17.15+A+B
GROUP 5	26.03	17.15+A+B
GROUP 6	34.69	17.15+A+B

FOOTNOTES:

- A. New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, plus Washington's Birthday and Veterans Day.
- B. Employee receives 20% premium pay for hazardous waste work.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Autograde - combination subgrader; base metal spreader

and 7 base trimmer (CMI and similar types); autograde placer, trimmer, spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plants (all types); concrete paving machines; cranes (all types, including overhead and straddle travelling type); cranes; gantry; derricks (land or floating); drillmaster, quarrymaster (down the hole drill) rotary drill; self propelled hydraulic drill; self-powered drill; dragline; elevator graders; front end loaders (5 yds. and over); gradalls; grader; raygo; locomotive (large); mucking machines; pavement and concrete breaker, i.e.; superhammer and hoe ram; pile driver; length of boom including length of leads, shall determine premium rate applicable; roadway surface grinder; scooper (loader and shovel); shovels; tree chopper with boom; trench machines.

GROUP 2: "A" frames backhoe (combination); boom attachment on loaders (rate based on size of bucket) not applicable to pipehook, boring and drilling machines; brush chopper; shredder and tree shredder; tree shedder; cableways; carryalls; concrete pump; concrete pumping system; pumpcrete and similar types; conveyors, 125 ft. and over; drill doctor including dust collector, maintenance); front end loaders (2 yds. but less than 5 yds.); graders (finisher); groove cutting machine (ride on type); header planer; hoists; (all types hoists, shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete brick shaft caisson, snorkel roof, and/or any other similar type hoisting machines, portable or stationary, except Chicago boom type); hoists (Chicago boom type); hydraulic cranes, 10 tons and under; hydro-axle; jacks screw air hydraulic power operated unit or console type (not hand jack or pile load test type); log skidder; pans; pavers (all concrete; pumpcrete machines; squeezecrete and concrete pumping (regardless of size); scrapers; side booms; straddle carrier; ross and similar types; winch truck (hoisting).

GROUP 3: Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograder tube finisher and texturing machine (CMI and similar types); autograde curercrete machine (CMI and similar types); autograde curb trimmer and sidewalk; shoulder; slipform (CMI and similar types); bar bending machines (power); batchers; batching plant and crusher on site; belt conveyor

systems; boom type skimmer machines, bridge deck finisher; bulldozers (all); car dumpers (railroad); compressor and blower type units (used independently or mounted on dual purposes trucks, on job site or in conjunction with job site, in loading and unloading of concrete, cement, fly ash, instancrete, or similar type materials); compressor (2 or 3) (battery); concrete finishing machines; concrete saws and cutters (ride on type); concrete spreaders; hetzel; rexomatic and similar types; concrete vibrators; conveyors; under 125 ft.; crushing machines; ditching machine; small (ditchwitch or similar type); dope pots (mechanical with or without pump); dumpsters elevators fireman; fork lifts (economobile; lull and similar types of equipment); front end loaders (1 yd. and over but less than 2 yds.); generators (2 or 3) in battery; giraffe grinders; graders and motor patrols; gunnite machines (excluding nozzle); hammer

vibratory (in conjunction with generator); hoist (roof, tugger, aerial platform hoist and house cars); hoppers; Hopper doors (power operated); ladders (motorized); laddervator; locomotive; dinky type; maintenance; utility man; mechanics; mixers (except paving mixers); motor patrols and graders; pavement breakers, small; self-propelled ride on type (also maintaining compressor or hydraulic unit); pavement breaker; truck mounted; pipe bending machine (power); roller; black top; scales; power; seaman pulverizing mixer; shoulder widener; silos; skimmer machines (boom type); steel cutting machine; services and maintainng; tractors; tug captain; vibrating plants (used in conjunction with unloading); welder and repair mechanics, concrete cleaning/decontamination machine operstor, directional boring machine, heavy equipment robotics operator/technician, master environmental maintenance technician, ultra high pressure waterjet cutting tool system operator/maintenance technician vacuum blasting machine operator/maintenance technician.

GROUP 4: Brooms and sweepers, chippers, compressor (single), concrete spreaders (small type), conveyor loaders (not including elevator graders), engines, large diesel (1620 H.P.) and staging pump, farm tractors; fertilizing equipment (operation and maintenance) fine grade machine (small type); form line graders (small type); front loader (under 1 yd.); generator (single); grease, gas, fuel and oil supply trucks; heaters (nelson or other type including propane, natural gas or flow-type units); lights; portable generating light plants; mixers; concrete small; mulching equipment (operation and maintenance) pumps (4 inch suction and over including sumbersible pumps); pumps (2 or less than 4" suction and over including sumbersible pumps); pumps (diesel engine and hydraulic) immaterial of power road finishing machines (small type); rollers; grade; fill or stone base; seeding equipment (operation and maintenance of); sprinkler and water pump trucks steam jennies and biolers, stone spreader; tamping machines vibrating ride-on; temporary heating plany (nelson or other type, including propane, natural gas or flow type units); water and sprinkler trucks; welding machines (gas,

diesel, and/or electric converters of any type, single; two or three in a battery); welding systems, multiple (rectifier transformer type); wellpoint systems.

GROUP 5: Oiler.

GROUP 6: Helicopter pilot.

IRON0011D 07/01/2002

	Rates	Fringes
BERGEN, ESSEX, HUDSON, HUNTERDON (Western half), MIDDLESEX (North half), MORRIS, PASSAIC, SOMERSET (North Half), SUSSEX AND UNION COUNTIES		

IRONWORKERS:

Structural	29.53	24.10
Reinforcing	27.63	24.10

IRON0036C 07/01/2002

	Rates	Fringes
WARREN COUNTY		

Projects under \$25 million:

IRONWORKERS; STRUCTURAL, REINFORCING AND ORNAMENTAL	26.60	13.52
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Projects \$25 million or more:

IRONWORKERS: STRUCTURAL, REINFORCING AND ORNAMENTAL	27.10	13.52
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IRON0068E 07/01/2002

	Rates	Fringes
HUNTERDON (Eastern half), MIDDLESEX (South half), AND SOMERSET (South half) COUNTIES		

IRONWORKERS:

Structural, Ornamental	27.91	22.35
Rereinforcing (Concrete Rods)	25.91	22.35

LABO0021C 05/01/2002

	Rates	Fringes
HUDSON COUNTIEY (Remainder)		

LABORERS BUILDING CONSTRUCTION:

Class A Laborer	22.95	11.77
Class B Laborer	22.45	11.77
Class C Laborer	19.16	11.77

Class A Laborer: Jack Hammer, Tamper, Operator of Motorized tamper and compactor, operator of hydro demolition equipment, operator of all types of motorized forklifts, operator of motor buggy, operator of conveyor, operator of bobcat, demolition burners, nozzle operator on gunnite, scaffold builder, & mortar man (except silofed).

Class B Laborer: all laborers not listed in Class A or C

Class C Laborer: Laborers doing janitorial-type light clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0072B 05/01/2002

Rates Fringes

MIDDLESEX COUNTY (Perth Amboy, Carteret, Woodbridge, Metuchen Twps, South River, Sayreville, South Amboy, Old Bridge, East Brunswick, Spotswood, Jamesburg, Helmetta, Cranbury & Monroe Twps)

LABORERS BUILDING CONSTRUCTION:

Class A	22.95	11.77
Class B	22.45	11.77
CLASS C	19.16	11.77

Class A-Jack Hammer, Motorized Tamper & Compactor, Street Cleaning Machines, Scaffold Builders, Hydro Demolition Equipment, all types of Motorized Fork Lifts, Riding Motor Buggy Operator, Bobcat Operator, Mortar Man, & Nozzle Man on Gunnite work.

CLASS B All Laborers not listed in Class A or C.

CLASS C Laborers doing Janitorial type light clean up work associated with the turnover of the project to the owner
All Flagman, and those manning temporary heat of all types.

LABO0156B 05/01/2002

Rates Fringes

MIDDLESEX (Remainder), and SOMERSET (East Millstone and Franklin Townships) COUNTIES:

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers, Tampers, Motorized Tampers and Compactors, Street Cleaning

Machines,Scaffold Builder,Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator,Conveyor operator, Bobcat operator,Mortar Man,Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2.Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0232B 05/01/2002

Rates Fringes

SOMERSET COUNTY (Bernardsville,Peapack, Gladstone, Far Hills, Bernards, and Bedminster Twps):

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers,Tampers,Motorized Tampers and Compactors,Street Cleaning Machines,Scaffold Builder,Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator,Conveyor operator, Bobcat operator,Mortar Man,Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2.Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0239C 05/01/2002

Rates Fringes

PASSAIC COUNTY (Twps or Boroughs of Passaic, Garfield, Lodi, Wallington, Delawanna, Allwood, Athenia, Clifton to Piaget Ave, Paterson, Albion Place, Lettle Falls, Totowa, West Paterson,

Wayne Hawthorne, Pompton, Haledon, West Milford, Ringwood, Bloomingdale, East Paterson to the Garfield boundary line)

LABORERS BUILDING CONSTRUCTION:

GROUP 1	22.95	11.77
GROUP 2	22.45	11.77
GROUP 3	19.16	11.77

GROUP 1-Specialist laborer classification including jack hammer, tamper, motorized tampers and compactors, street cleaning machines, scaffold builder, hydro demolition equipment, all types of motorized fork lifts, riding motor buggy operator, conveyor operator, Bobcat operator, mortar man, burners, nozzle man on gunite work, Mortar man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

GROUP 2-Basic laborer's rate and includes all work not included in GROUP 1 or GROUP 3.

GROUP 3-Laborers doing janitorial- type light clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0346B 05/01/2002

Rates Fringes

BERGEN COUNTY (Cliffside; Borough of Cliffside Park; Borough of

Fort Lee South of Central Blvd; Borough of Palisades Park South of Central Blvd; Borough of Ridgefield; Borough of Edgewater; Borough of Fairview; Hackensack; City of Hackensack; Hasbrouck Heights; Little Ferry; South Hackensack; Ridgefield Park; Bogota; Teaneck Twp. West of Teaneck Rd. and South of Fort Lee Rd.; Maywood; Saddle Brook Twp; Borough of Paramus East of Sprout Brook; Borough of River Edge; New Milford; Teterboro; Bendix; Tohell Park; Englewood; City of Englewood; Borough of Dumont; Borough of Bergenfield; Borough of Palisades Park North of Central Blvd. to Edgewater; Fort Lee to the Hudson River; Borough of Fort Lee North of Central Blvd.; Twp. of Teaneck, East of Teaneck Rd. and North of Fort Lee Rd.; Borough of Leonia; Borough of Englewood Cliffs; Borough of Tenafly; Borough of Cresskill; Borough of Demarest; Borough of Closter; Borough of Oradell; Borough of Montvale; Borough of Woodcliff Lake; Borough of Park Ridge; Borough of Hillsdale; Twp. of Washington; Borough of Westwood; Borough of Emerson; Borough of Haworth; Borough of Alpine; Borough of Rockleigh; Borough of Norwood; Borough of Harrington Park; Borough of Old Tappan; Borough of Northvale; Township of Rivervale; Lyndhurst; Rutherford; East Rutherford; Wood-Ridge; Carlton; Carlstadt; North Arlington; Moonachie; Ridgewood; Village of Ridgewood; Borough of Fair Lawn; Borough of Glen Rock; Borough of Hohokus; Borough of Saddle River; Borough

of Upper Saddle River; Borough of Allendale; Borough of Ramsey; Borough of Waldwick; Borough of Midland Park; Borough of Oakland; Borough of Franklin Lakes; Twp. of Wyckoff; Twp. of Hohokus; Borough of Paramus except East of Sprout Brook; and Borough of Mahwah)

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers,Tampers,Motorized Tampers and Compactors,Street Cleaning Machines,Scaffold Builder,Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator,Conveyor operator, Bobcat operator,Mortar Man,Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2.Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0394C 05/01/2002

	Rates	Fringes
UNION COUNTY:		

BUILDING CONSTRUCTION:

LABORERS:

GROUP 1	22.95	11.77
GROUP 2	22.45	11.77
GROUP 3	19.16	11.77

GROUP 1-Specialist laborer classification including jack hammer, tamper, motorized tampers and compactors, street cleaning machines, scaffold builder, hydro demolition equipment, all types of motorized fork lifts, riding motor buggy operator, conveyor operator, Bobcat operator, mortar man, burners, nozzle men on gunite work. Mortar men shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo fed.

GROUP 2-Basic laborer's rate and includes all work not included

in GROUP 1 or GROUP 3.

GROUP 3-Laborers are laborers doing, janitorial-type light clean-up work associated with the turnover of the project or part of a project to the owner, and all flagman, watchman, firewatch personnel, and those manning temporary heat of all types.

LABO0472B 03/01/2002

	Rates	Fringes
LABORERS [FREE AIR TUNNEL]:		
GROUP 1	27.25	12.95+A
GROUP 2	23.85	12.95+A
GROUP 3	23.70	12.95+A
GROUP 4	23.20	12.95+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day; Washington's Birthday, Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; Presidential Election Day; and Veterans Day; provided the employee works on 3 days for the same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS CLASSIFICATIONS
[FREE AIR TUNNEL]

GROUP 1: Blasters

GROUP 2: Skilled men (including miners; drill runners; iron men mainrenance men; conveyor men; safety miners; riggers; block layers; cement finishers; rodmen; caulkers; powder Ccarrier; all other skilled men)

GROUP 3: Semi-skilled men (including chuck tenders; trackmen; nippers; brakemen; derail men; cable men; hose men; grout men; gravel men; form men; bell or signal men (top or bottom); form workers and movers; concrete workers; shaft men; tunnel laborers; all other semi-skilled men)

GROUP 4: All other top laborers

LABO0472E 03/01/2002

	Rates	Fringes
LABORERS HEAVY AND HIGHWAY CONSTRUCTION:		
GROUP 1	24.55	11.20+A
GROUP 2	24.75	11.20+A
GROUP 3	25.05	11.20+A
GROUP 4	25.25	11.20+A

GROUP 5	25.50	11.20+A
GROUP 6	29.05	11.20+A
GROUP 7a	27.55	11.20+A
GROUP 7b	25.55	11.20+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; Presidential Election Day; and Veteran's Day; provided the employee works on 3 days for the same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS CLASSIFICATIONS HEAVY & HIGHWAY

GROUP 1: Common laborers; landscape laborers; railroad track laborers; pitmen and dumpmen; waterproofing; rakers and tampers on cold patch work and wrapping and coating all pipe
Asphalt Laborers:

GROUP 2: Powder carriers and magazine tenders; signalmen
Asphalt Raker, & Asphalt Screedman

GROUP 3: Sewer pipe; laser men; conduit and duct line layers; jackhammer; chipping hammers; pavement breakers; power buggies; concrete cutters, asphalt cutters; sheet hammer and tree cutter operators; sandblasting, cutting, burning, Power Tool Operator, and such other power tools used to perform work usually done manually by laborers

GROUP 4: Wagon drill operator; timberman; drill master

GROUP 5: Finisher; form setter; rammer; paver; gunite nozzle man and stone cutter; Catch Basin or Inlet Builder Manhole

GROUP 6: Blaster

GROUP 7a: Hazardous waste laborer required to wear level A, B, or C personal protection.

GROUP 7b: Certified laborer working a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection.

LABO0502B 05/01/2002

Rates Fringes

ESSEX COUNTY (City of East Orange, Twps of South Orange and Maplewood, Cities of Orange and West Orange):

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers,Tampers,Motorized Tampers and Compactors,Street Cleaning Machines,Scaffold Builder,Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator,Conveyor operator, Bobcat operator,Mortar Man,Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2.Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0526C 05/01/2002

Rates Fringes
MORRIS COUNTY (Remainder):

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers,Tampers,Motorized Tampers and Compactors,Street Cleaning Machines,Scaffold Builder,Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator,Conveyor operator,

Bobcat operator,Mortar Man,Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2.Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0569B 05/01/2002

Rates Fringes

HUNTERDON AND WARREN COUNTIES:

LABORERS BUILDING CONSTRUCTION:

CLASS A	22.95	11.77
CLASS B	22.45	11.77
CLASS C	19.16	11.77

DEFINATION OF LABORERS:

CLASS A-Jack Hammer, Tamper, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, All types of Motorized Fork Lifts, Riding Motor Buggy Operator, Bobcat Operator, Mortar Man, Burners, Nozzle Man on Gunit work.

CLASS B-All Laborers not listed in Class A or C.

CLASS C-Laborers doing Janitorial- type light clean up work associated with the turnover of the project to the owner All Flagman, and those manning tempory heat of all types.

LABO0694B 05/01/2002

Rates Fringes

ESSEX COUNTY (Montclair):

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers,Tampers,Motorized Tampers and Compactors,Street Cleaning Machines,Scaffold Builder,Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator,Conveyor operator, Bobcat operator,Mortar Man,Burners, Nozzle man on gunit work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2.Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0711B 05/01/2002

Rates Fringes

MORRIS COUNTY (Morristown, Morris Twp., Morris Plains, Mendham, Ralston, Chester, Brookside, Flanders, Ironia, Mount Freedom, Mount Tabor, Parsippany, Troy Hills, Pine Brook, Ced Knolls, Whippany, Hanover Twp. and Long Valley):

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers, Tampers, Motorized Tampers and Compactors, Street Cleaning Machines, Scaffold Builder, Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator, Conveyor operator, Bobcat operator, Mortar Man, Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2. Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0779B 05/01/2002

Rates Fringes

SOMERSET COUNTY (Bridgewater, Branchburg, Raritan, Bound Brook, Somerville, Manville, Hillsboro, Millstone, Montgomery and Rocky Hill Twp.):

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers, Tampers, Motorized Tampers and Compactors, Street Cleaning

Machines, Scaffold Builder, Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator, Conveyor operator, Bobcat operator, Mortar Man, Burners, Nozzle man

on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2.Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0913B 05/01/2002

Rates Fringes

MORRIS (Jefferson, Rockaway, Mount Arlington, Rockaway Borough, Wharton, Mine Hill, Dover, Netcong, Roxbury, Mount Oliver, Randolph, Boonton, Boonton Twp., Montville, Lincoln Park Borough, Butler, Kinnelon Borough, Pin Brook, Towaco, Danville, Mountain Lakes, Pequannock, Pompton Plains, Riverdale Borough Twps) AND SUSSEX COUNTIES

LABORERS BUILDING CONSTRUCTION:

Class A Laborer:	22.95	11.77
Class B Laborer:	22.45	11.77
Class C Laborer:	19.16	11.77

Class A Laborer: Jack Hammer, tamper, motorized tampers and compactors, street cleaning machines, scaffold builder, hydro demolition equipment, all types of motorized fork lifts, bobcat operator, riding motor buggy operator, conveyor operator mortar man (except silo feed operations), burners, & nozzle man on gunnite work.

Class B Laborer: All laborers not listed in Class A.

Class C Laborer: Laborers doing Janitorial type light clean up work, associated with the turnover of the project to the owner All Flagman, and those manning temporary heat of all types.

LABO1030A 04/01/2001

Rates Fringes

LABORERS: (The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste of materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling to all enclosures, scaffolding, barricades, and the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic and hazardous waste or materials, the

labeling, bagging, cartoning, crating, or other packaging of materials for disposal; and the clean up of the work site and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos or toxic and hazardous waste materials; and in addition, all work tasks involved in the maintenance and operation of energy resource recover plants (co-generation plants).)

LABORERS	21.85	10.12
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LABO1153B 05/01/2002

Rates	Fringes
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ESSEX COUNTY (Remainder), AND HUDSON (Kearny, East Newark and Harrison):

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers,Tampers,Motorized Tampers and Compactors,Street Cleaning Machines,Scaffold Builder,Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator,Conveyor operator, Bobcat operator,Mortar Man,Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2.Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

PAIN0711D 05/01/2000

Rates	Fringes
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PAINTERS:

NEW:

Painters	28.75	2.55+27%
Paperhangers	28.75	2.55+27%
Spray,Sandblast,High Work	31.25	2.55+27%
Bridge	31.25	2.55+27%

REPAINT:

Painters	22.00	2.55+27%
Spray,sandblast,High Work	24.00	2.55+27%

PAIN0711F 05/01/2000

	Rates	Fringes
GLAZIERS	28.75	10.30
GLAZIERS-HIGH WORK	29.75	10.30

PAIN0711J 08/01/1999

	Rates	Fringes
DRYWALL FINISHERS & TAPERS	28.25	11.23

PLAS0008M 11/01/2001

	Rates	Fringes
HUNTERDON,MIDDLESEX,& SOMERSET COUNTIES:		
PLASTERERS	28.50	13.40

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PLUM0009C 03/01/2002

	Rates	Fringes
AIR CONDITIONING & REFRIGERATION MECHANIC		
Installation of refrigeration		
equipment for any type of building		
where the combined compressor		
tonnage does not exceed 5 tons,		
Installation of water-cooled air		
conditioning that does not exceed		
10 tons (includes the piping of		
compenent system and the erection		
ofthe water tower), Installation		
of air-cooled air conditioning		
that does not exceed 15 tons	25.16	9.24+A

FOOTNOTE:

A. Paid Holidays: New Year's Day, Washington's Birthday,
 Memorial Day, Independence Labor Day, Thanksgiving Day,
 Christmas Day, plus Washington's Birthday and Veterans Day.

PLUM0009H 07/01/2001

	Rates	Fringes
HUNTERDON (Remainder), MERCER,MIDDLESEX (Excluding		
Dunellen,Borough, East Bound Brook,		
Middlesex, New Market, Oak Tree, Piscataway Twp and South		
Plainfield), AND SOMERSET (Remainder) COUNTIES		

PLUMBERS & PIPEFITTERS	33.13	15.25
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PLUM0014B 05/01/2002

	Rates	Fringes
BERGEN, HUDSON (Bayonne, Guttenberg, Hoboken, Jersey City, North Bergen, Secaucus, Union City, Weehawken, West New York), MORRIS (From Mount Olive straight across Randolph down to the Essex border), PASSAIC, SUSSEX, AND WARREN (Northern half) COUNTIES		

PLUMBERS	34.83	15.40
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PLUM0024A 05/01/2002

	Rates	Fringes
Essex:		

HUDSON (East Newark,Harrison,& Kearney only);

HUNTERDON (Alexandria, Alexandria Twp., Alexauken, Allens Corner, Allerton, Amsterdam, Annadale, Anthony, Baptistown, Bellewood, Bethlehem, Twp., Bissell, Bloomsbury, Bunnvale, Bottonwood Corners, Centerville, Charlestown, Cherryville, Clinton, Clinton Twp., Cokebury, Coles Mills, Croton, Delaware Twp., Dilts Corner East Amwell Twp., Everittstown, Fairmount, Farmersville, Franklin Twp., Frenchtown, Glen Gardner, Grandin, Hamden, Hampton, Higginsville, High Bridge, Hoffmans, Holland Twp., Highestville, Johnsons, Jutland, King, Kingwood Twp., Klinesville, Landsdowne, Lebanon, Lebanon Twp., Little Brook, Little Neck, Little York, Ludlow, McPherson, Milford, Moutainville, Mount Joy, Mount Pleasant, North Salem, Muirshead, New Germantown, New Hampton, Newport, Norton, Oak Grove, Oldwick, Palmyra, Palmyra Corners, Pattenburg, Perryville, Pittstown, Pleasant Run, Polktown, Potterstown, Quakertown, Raritan Twp., Readington, Readington Twp., Reaville, Rileyville, Riverside, Rockafellows, Rowland Mills Sidney, Snyderstown, Spring Mills, Stanton, Stanton Station Sunnyside, Sutton, Tewksbury, Tewksbury Twp.,The Point, Three Bridges, Treasure Island, Tumble, Union, Union Twp., Unionville Van Syckle, Warren Paper Mills, Wertsville, West End, West Portal White House, Whitehouse Station, Woodglen).

MIDDLESEX (Dunellen Borough, East Bound Brook, Middlesex, New Market, Oak Tree, Piscataway Twp., & South Plainfield only).

MORRIS (Bartley, Berkshire Valley, Bertland Island, Brookside, Chatham, Chatham Twp., Chester, Chester Twp., Cooks Bridge, Crestmoore, Gillette, Harding Twp., Ironia, Logansville, Long Valley, Malapardis, Mendham, Mendham Twp., Middle Valley, Millington, Milltown, Milton, Mount Freesom, Mount Olive Twp.,Mount Paul, Myerstown, Maughright, New Vernon, Parker, Passaic Twp, Pleasant Grove, Ralston, Schooleys, Mount Stanley, Stephensonburg, Stirling, & Washint Twp.)

SOMERSET (Amwell, Basking Ridge, Bedminster, Bedminster Twp., Bernards Twp., Bernardsville, Blaziers Corner, Bound Brook, Bradley Gardens, Branchburg Twp., Bridgewater Twp., Burnt Mill, Centerville, Chimney Rock, Claver Hill, Dutchtown, Far Hills

Borough, Finderne, Flagstown, Frank Fort, Franklin Park, Franklin Twp., Gallia, Gladstone, Greater Cross Roads, Hamilton, Harmony, Harmony Colony, Higgins Mills, Hillsborough Twp., Lamington, Lanes Crossing, Liberty Corners, Lyons, Madisonville, Manville, Manville Borough, Martinsville, Mettler, Millstone, Mine Brook, Montgomery, Montgomery Twp., Mount Bethel, Mount Horeb, Neshanic, Neshanic Station, North Branch, North Branch Depot, North Plainfield, Peapack, Peapack-Gladstone, Plainville Plukemin, Pottersville, Raritan, Ravine Lake, Rock Mill, Round

Top, Roycefield, Royce Valley, Seeley Mills, Smalleytown, Somerset, Somerville, Stone House, Sunset Lake, Union Village, Vlietown, Watchung, West Millington, Weston, White Bridge, Woodfern, Zarepat, & Zion).

UNION &

WARREN (Anderson, Asbury, Beattystown, Brainards, Brass Castle, Broadway, Buttzville, Carpentersville, Changewater, Cornish, Finesville, Foul Rift, Franklin Twp., Greenwich Twp., Harmony, Harmony Station, Harmony Twp., Haszen, Hope Twp., Hutchinson, Karrville, Kennedy, Lopatconq, Lopatconq Twp., Lower Harmony, Mansfield Twp., Montana, New Village, Oxford, Oxford Twp., Pequest, Pleasant Valley, Port Colden, Port Murray, Riegelsville, Rockport, Rocksbury, Roxburgh, Springtown, Stewartsville, Still Valley, Vulcanite, Warren Glen, Washington, Washington Twp., White Top, & Phillipsburg Twp.) COUNTIES:

PLUMBERS (Excludes Somerset- Bldg)	34.78	15.20.
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PLUM0274B 05/01/2001

Rates	Fringes
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BERGEN, HUDSON, MORRIS (Remainder), PASSAIC, SUSSEX, AND WARREN (Remainder) COUNTIES

PIPEFITTERS	32.91	15.72
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PLUM0475B 05/01/2002

Rates	Fringes
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ESSEX; HUNTERDON (Alexandria, Alexandria Twp, Alexauken, Allens Corner, Allertown, Amsterdam, Annandale, Anthony, Baptistown, Bellewood, Bethlehem Twp, Bissell, Bloomsbury, Bunnvale, Buttonwood Corners, Centerville, Charlestown, Cherryville, Clinton, Cokebury, Coles Mills, Croton, Delaware Twp, Dilts Corner, East Amwell Twp, Evittstown, Fairmount, Farmersville, Franklin Twp, Frenchtown, Glen Gardner, Grandin, Hamden, Hampton, Higginsville, High Bridge, Hoffmans, Holland Twp, Hughesville, Johnsons, Jutland, King, Kingwood Twp, Klinesville, Landsdowne, Lebanon, Lebanon Twp, Little Brooke, Little Neck, Little York, Ludlow, McPherson, Milford, Mountainville, Mount Joy, Mount Pleasant, Mount Salem, Muirshead, New Germantown, New Hampton,

Newport, Norton, Oak Grove, Oldwick, Palmyra, Palmyra Corners,
 Pattenburg, Perryville, Pittstown, Pleasant Run, Polktown,
 Potterstown, Quakertown, Raritan Twp, Readington Twp); AND WARREN
 (Phillipsburg Twp) COUNTIES

PIPEFITTERS	34.22	17.28
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ROOF0004B 06/01/1996

Rates	Fringes
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ESSEX; HUDSON (West of the Hackensack River); MIDDLESEX
 (Remainder); MORRIS; SOMERSET (Remainder) SUSSEX; UNION; AND
 WARREN COUNTIES

ROOFERS:

Roofer, Composition, Damp & Waterproofing, Slate & Tile	24.22	11.75
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ROOF0004D 11/27/1994

Rates	Fringes
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HUNTERDON COUNTY:

ROOFERS:

Shingle, slate and tile	14.25	3.02
All other work	21.95	6.53 + A

FOOTNOTE:

A. Employer contribution of \$509.60 per month per
 employee to Health and Welfare Funds.

ROOF0008F 07/01/2001

Rates	Fringes
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HUDSON COUNTY (Remainder)

ROOFERS:

Roofers, Composition, Damp and Waterproofing	29.08	18.78
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ROOF0010B 06/01/2002

Rates	Fringes
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BERGEN AND PASSAIC COUNTIES

ROOFERS, COMPOSITION	30.25	10.30
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* SFNJ0669A 01/01/2003

Rates	Fringes
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HUNTERDON; MIDDLESEX (Remainder); AND WARREN COUNTIES

SPRINKLER FITTERS	33.00	6.10
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SFNJ0696B 07/01/2002

Rates	Fringes
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BERGEN, ESSEX, HUDSON, MIDDLESEX (New Brunswick, Milltown, Old Bridge, Browntown and North thereof), MORRIS, PASSAIC, SOMERSET (Bernardsville, Basking Ridge, Mine Brook, Far Hills, Lyons, Mount Bethel, Watchung, North Plainfield Martinville and Somerville), AND UNION COUNTIES

SPRINKLER FITTER	38.70	10.50
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SHEE0025C 06/01/2000

Rates	Fringes
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BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC, SOMERSET, SUSSEX, & UNION COUNTIES

SHEET METAL WORKERS	26.92	16.12
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SHEE0027A 06/01/2000

Rates	Fringes
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HUNTERDON & MIDDLESEX COUNTIES:

SHEET METAL WORKERS	31.00	15.38
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SHEE0028D 06/01/1994

Rates	Fringes
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WARREN COUNTY

SHEET METAL WORKERS	19.42	7.41
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TEAM0408B 05/01/1997

Rates	Fringes
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ESSEX, MORRIS, AND UNION (Remainder) COUNTIES

TRUCK DRIVERS:

GROUP 1	24.45	7.01+A
GROUP 2	24.50	7.01+A
GROUP 3	24.60	7.01+A
GROUP 4	24.70	7.01+A

FOOTNOTE:

A. Premium pay for hazardous waste removal: additional \$3.00 per hour if suite-up, otherwise \$1.00 per hour additional.
Paid Holidays: New Year's Day, Washington'd Birthday,

Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee has been assigned to work or "shifts" one day of the calendar week during which the holiday falls.

Employer contribution of \$663.57 per month per employee to Health & Welfare Funds.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on the following type vehicles: Straight dumps, flats, floats, pickups, container haulers, fuel, water sprinkler, road oil, stringer, bead, hot pass, bus dumpcrete, transit mixers, agitator mixer, half truck, witch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, stringer, a-frame, all dual purpose trucks, trucks with mechanical tailgates, asphalt distributor, batch trucks, seeding, mulching, fertilizer, air compressor trucks (in transit), parts chaser, escort, scissor, hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper,

fuel trucks (drivers on fuel trucks including handling of hose and nozzle - entire unit), team drivers, vacuum or vac-all trucks (entire unit), skid truck (debris container - entire unit), concrete mobile trucks (entire unit), expediter (parts chaser), beltcrete trucks, pumpcrete trucks, line truck, reel truck, wreckers, utility trucks, tack trucks, warehousemen, warehouse parts-men, yardmen, lift truck in warehouse, warehouse clerk, parts man, material checker, receivers, shippers, binning men (materials), cardex man, drivers on the following type vehicles: broyhill coal tar epoxy trucks, little ford bituminous distributor, slurry seal truck or vehicle, thiokol track master pickup (swamp cat pickup); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, similar type vehicles, off-site and on-site repair shop

GROUP 2: Drivers on straight 3-axle materials: trucks and floats

GROUP 3: Drivers on all euclid type vehicles: euclids, international harvestors, wabcos, caterpillar, koehring, tractors and wagons, dumpsters, straight, bottom, rear and side dumps, carry-alls and scrapers (not self-loading, loading over the top); water sprinkler trailers; water pulls and similar types of vehicles; drivers on tractors and trailer type vehicles: flat, floats, I-beams, low beds, water sprinkler, bituminous transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringer, seeding, fertilizing pole, spread, bituminous distributor, water pulls (entire unit) (tractor trailer), reel trailer, and similar types of vehicles

GROUP 4: Winch trailer drivers

TEAM0469C 05/01/2000

Rates Fringes

HUNTERDON, MIDDLESEX, SOMERSET, UNION (up to Wood Avenue South of Cranford), AND WARREN COUNTIES

TRUCK DRIVERS:

GROUP 1	26.35	11.835+A
GROUP 2	26.40	11.835+A
GROUP 3	26.50	11.835+A
GROUP 4	26.60	11.835+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus Washington's Birthday, Election Day and Veteran's Day, provided that the employee has been assigned to work or "SHIFTS" one day of the calendar week during which the holiday falls.

\$400.00 per year to Apprenticeship Training Fund.

\$3.00 per hour premium pay for hazardous waste work.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on the following type vehicles: straight dumps, flats, floats, pickups, container haulers, fuel, water sprinkler, road oil, stringer, bead, hot pass, bus dumpcrete, transit mixers, agitator mixer, half truck, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, stringer, A-frame, all dual purpose trucks, trucks with mechanical tailgates, asphalt distributor, batch trucks, seeding, mulching, fertilizer, air compressor trucks (in transit), parts chaser, escort, scissor, hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel trucks (drivers on fuel trucks including handling of hose and nozzle - entire unit), team drivers, vacuum or vac-all trucks (entire unit), skid truck (debris contained - entire unit), concrete mobile trucks (entire unit), expediter (parts chaser), beltcrete trucks, pumpcrete trucks, line truck, reel truck, wreckers, utility trucks, tack trucks, warehousemen, warehouse parts-men, yardmen, lift truck in warehouse, drivers on the following type vehicles: Broyhill coal tar epoxy trucks, little ford bituminous distributor, slurry seal truck or vehicle, thiokol track master pickup (swamp cat pickup); bucket loader dump truck and any rubber-tired tractor used in pulling and towing farm wagons and trailers of any description, similar type vehicles, off-site and on-site repair shop

GROUP 2: Drivers on straight 3-axle materials: trucks and floats

GROUP 3: Drivers on all euclid type vehicles: euclids, international harvesters, wabcos, caterpillar, koehring, tractors and wagons, dumpsters, straight, bottom, rear and side dumps, carry-alls and scrapers (not self-loading, loading over the top);

water sprinkler trailers; water pulls and similar types of vehicles; drivers on tractors and trailer type vehicles: flat, floats, I-beams, low beds, water sprinkler, bituminous transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringer, seeding, fertilizing pole, spread, bituminous distributor, water pulls (entire unit) (tractor trailer), reel trailer, and similar types of vehicles

GROUP 4: Winch trailer drivers

TEAM0560C 05/01/1997

Rates Fringes
BERGEN, HUDSON AND PASSAIC COUNTIES

TRUCK DRIVERS:

GROUP 1	24.45	8.08+A
GROUP 2	24.50	8.08+A
GROUP 3	24.60	8.08+A
GROUP 4	24.70	8.08+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,

Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Christmas Day. \$3.00 per hour premium pay for hazardous work.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Drivers on the following type vehicles: straight dumps, flats, floats, pickups, container haulers, fuel, water sprinkler, road oil, stringer, bead, hot pass, bus dumpcrete, transit mixers, agitator mixer, half truck, winch truck, side-o-matic, dynamite, powder, x-ray, welding, skid, jeep, station wagon, stringer, A-frame, all dual purpose trucks, trucks with mechanical tailgates, asphalt distributor, batch trucks, seeding, mulching, fertilizer, air compressor trucks (in transit), parts chaser, escort, scissor, hi-lift, telescope, concrete breaker, gin pole, stone, sand, asphalt distributor and spreader, nipper, fuel trucks (drivers on fuel trucks including handling of hose and nozzle - entire unit), team drivers, vacuum or vac-all trucks (entire unit), skid truck (debris container - entire unit), concrete mobile trucks (entire unit), expediter (parts chaser), beltcrete trucks, pumpcrete trucks, line truck, reel truck, wreckers, utility trucks, tack trucks, warehousemen, warehouse parts-men, yardmen, lift truck in warehouse, warehouse clerk, parts man, material checker, receivers, shippers, binning men (materials), cardex man, drivers on the following type vehicles: broyhill coal tar epoxy trucks, little ford bituminous distributor, slurry seal truck or vehicle, thiokol track master pickup (swamp cat pickup); bucket loader truck and any rubber-

tired tractor used in pulling and towing farm wagons and trailers of any description, similar type vehicles, off-site and on-site repair shop

GROUP 2: Drivers on straight 3-axle materials: trucks and floats

GROUP 3: Drivers on all euclid type vehicles: euclids, international harvestors, wabcos, caterpillar, keohring, tractors and wagons, dumpsters, straight, bottom, rear and side dumps, carry-alls and scrapers (not self-loading, loading over the top); water sprinkler trailers; water pulls and similar types of vehicles; drivers on tractors and trailer type vehicles: flat, floats, I-beams, low beds, water sprinkler, bituminous transit mix, road oil, fuel, bottom dump hopper, rear dump, office, shanty, epoxy, asphalt, agitator mixer, mulching, stringer, seeding, fertilizing pole, spread, bituminous distributor, water pulls (entire unit) (tractor trailer), reel trailer, and similar types of vehicles

GROUP 4: Winch trailer drivers

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

REVISED WAGE DETERMINATION

General Decision Number **NJ020003**

Superseded General Decision No. NJ010003 NJ 03/07/03

State: New Jersey

Construction Type:
BUILDING

HEAVY HIGHWAY

County(ies):

BERGEN	MIDDLESEX	SUSSEX
ESSEX	MORRIS	UNION
HUDSON	PASSAIC	WARREN
HUNTERDON	SOMERSET	

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories, does not include Hunterdon or Somerse Counties for building construction only)

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
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0	03/01/2002
1	03/08/2002
2	03/15/2002
3	04/19/2002
4	05/03/2002
5	05/10/2002
6	06/07/2002
7	07/05/2002
8	08/09/2002
9	09/06/2002
10	11/01/2002
11	11/08/2002
12	01/03/2003
13	03/07/2003

COUNTY(ies):

BERGEN	MIDDLESEX	SUSSEX
ESSEX	MORRIS	UNION
HUDSON	PASSAIC	WARREN
HUNTERDON	SOMERSET	

ASBE0032E 09/19/2001

Rates	Fringes
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BERGEN, ESSEX, HUDSON, HUNTERDON (Remainder), MIDDLESEX (Remainder), MORRIS, PASSIAC, SOMERSET (Remainder), SUSSEX, UNION, & WARREN (Remainder) COUNTIES:

ASBESTOS WORKERS/INSULATORS

Includes the application of all insulating materials; protective coverings, coatings, and finishes to all types of mechanical systems

30.62	18.16
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ASBE0089A 07/01/2002

Rates	Fringes
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HUNTERDON (Alexander, Bethlehem, Bloomsbury, Clinton, Delaware, East Armwell, Flemington, Franklin, Frenchtown, Glen Garden, Hampton, High Bridge, Holland, Kingwood, Lambertville, Lebanon, Milford, Raritan, Readington, Stockton, Union, and West Armwell Twps), MIDDLESEX (Cranbury, East Brunswick, Helmburg, Jamesburg, Milltown, Monroe, North Brunswick, Plainsboro, South Brunswick, and Spotswood Twps), SOMERSET (Branchburg, Franklin, Hillsborough, Manville, Millstone, Montgomery and Rocky Hill Twps), AND WARREN (Franklin, Greenwich, Hamony, Lopatcong, Oxford, Phillipsburg, Washington, and White Twps) COUNTIES

ASBESTOS WORKERS/INSULATORS

Includes the application of all
insulating materials, protective
coverings, coatings, and finishes
to all types of mechanical systems 29.78 15.97

BOIL0028A 01/01/2002

	Rates	Fringes
BOILERMAKER	32.03	44%+4.61

BRNJ0004D 11/01/2001

	Rates	Fringes
BERGEN,ESSEX,HUDSON,MORRIS,PASSAIC,SUSSEX,UNION, WARREN,the following parts of HUNTERDON, and SOMERSET COUNTIES:(at Old Mill Inn Route #202 follow Passaic River to the Dean River from thence to Sunset Lake at Pluckemin, follow Chambers Brook to Oldwick to Fairmount, Hunderton County across the county line to Long Valley in Morris County, thence across		

from Long Valley into Chester, three miles North of Chester to Muskrat, then back across into Ralston, Morris County, then follow Morris -Somerset County line into Mendham Township, then across Morris County line into Somerset, back to the Old Mill Inn in Bernardsville, Route #202, Somerset County)

BRICKLAYERS, CEMENT MASONS, PLASTERERS, & STONEMASONS	29.22	13.70
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BRNJ0005B 11/01/2000

	Rates	Fringes
HUNTERDON (Annadale,Califon,Lebanon,Oldwick,Readington, Three Bridges,& White House Station Twps.),MIDDLESEX (except Dunellen, Middlesex, Oak Tree, New Market, and South Plainfield Twps), AND SOMERSET (Remainer) COUNTIES		

BRICKLAYERS, CEMENT MASONS, PLASTERERS & STONEMASONS	27.85	12.70
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CARP0006B 11/01/2002

Rates Fringes

BERRGEN (East of Hackensack River including but not limited to Cliffside, Coytesville, Edgewater, Fairview, Fort Lee, Grant Wood, Leonia, Palisades Park, and Ridgefield Twps), AND HUDSON (East of the Hackensack River) COUNTIES

CARPENTER	30.87	13.28
MILLWRIGHTS	30.87	13.28

CARP0015B 11/01/2002

Rates Fringes

BERGEN COUNTY (Remainder)

CARPENTERS	30.87	13.28
MILLWRIGHTS	30.87	13.28

CARP0031C 11/01/2002

Rates Fringes

HUNTERDON (Starting at the South of the town of Frenchtown on the Delaware River, thence following the line in the center of the road to Bapistown to Croton to the City of Flemington to Flemington Junction to Three Bridges, tehnce following the Somerset County line Northward, all territory South of this line including the City of Flemington) AND SOMERSET (all territory South of a line beginning at Armwell on the County line to Zion to Fairview to Dutchtown to Plainsville to Bell Mead to Griggstown to the Delaware and Raritan Canal) COUNTIES

CARPENTERS	30.87	13.28
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CARP0041C 11/01/2002

Rates Fringes

ESSEX (Millburn Twp), MIDDLESEX, MORRIS, SOMERSET (Municipalities of Greenbrook, North Plainfield, Watchung, and all communities East of King George's Road), SUSSEX AND UNION COUNTIES

CARPENTERS & INSULATORS	30.87	13.28
MILLWRIGHTS	30.87	13.28

CARP0099I 11/01/2002

Rates Fringes

LATHERS	30.87	13.28
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CARP0124A 11/01/2002

Rates Fringes

BERGEN (City of Garfield and Boroughs of Lodi and Wallington),
AND PASSAIC COUNTIES

CARPENTERS	30.87	13.28
MILLWRIGHTS	30.87	13.28

CARP0399A 11/01/2002

Rates Fringes

WARREN COUNTY

CARPENTERS & INSULATORS	30.87	13.28
MILLWRIGHTS	30.87	13.28

CARP1342A 11/01/2002

Rates Fringes

ESSEX, AND HUDSON (West of Hackensack River)

CARPENTERS	30.87	13.28
MILLWRIGHTS	30.87	13.28

CARP1456A 05/01/2001

	Rates	Fringes
DIVER	37.13	23.56
DIVER TENDER	27.67	23.56

CARP1456B 05/01/2001

	Rates	Fringes
DOCK BUILDER & PILED RIVERMEN	30.39	23.56

CARP2212A 11/01/2002

Rates Fringes

BERGEN, ESSEX, HUDSON, & PASSAIC COUNTIES

SOFT FLOOR LAYERS	30.87	13.28
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ELEC0017A 07/01/1994

	Rates	Fringes
ELECTRICIANS (RAILROAD CONSTRUCTION)	21.20	26.5%
COMMERCIAL TELEPHONE INSTALLATION	21.20	26.5%

ELEC0102B 06/03/2002

Rates Fringes

MORRIS, PASSAIC, SUSSEX, UNION, AND WARREN COUNTIES

LINE CONSTRUCTION:

Lineman & Equipment Operators	36.80	37%
Cable Splicers	40.48	37%
Groundmen	22.08	37%

ELEC0102C 06/03/2002

Rates Fringes

MORRIS, PASSAIC, SUSSEX, UNION, AND WARREN COUNTIES

ELECTRICIAN	36.26	39.75%
CABLE SPLICER	39.88	39.75%

ELEC0164B 08/15/2000

Rates Fringes

BERGEN, ESSEX, AND HUDSON COUNTIES

LINE CONSTRUCTION:

Lineman, Welder, X-Ray Technician,
Equipment Repairman, & Equipment
Serviceman

	34.42	41%
Cable Splicer	38.89	41%
Groundman	20.66	41%

ELEC0164C 06/03/2002

Rates Fringes

BERGEN, ESSEX, AND HUDSON COUNTIES

ELECTRICIANS	36.90	42%
CABLE SPLICERS	41.70	42%

ELEC0262B 08/15/1993

Rates Fringes

MIDDLESEX COUNTY (Area North and West of a line following the

Philadelphia and Reading Railroad East from the Raritan River to
Dismal Road, Northeast on Dismal Road to Park Avenue, North on
Park Avenue to Lehigh Valley Railroad, and Northeast along that
railroad to the Union County line)

ELECTRICIANS	25.92	6.09+20%
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ELEC0262H 11/30/1994

Rates Fringes

MIDDLESEX COUNTY (Area North and West of a line following the

Philadelphia and Reading Railroad East from the Raritan River to Dismal Road, Northeast on Dismal Road to Park Avenue, North on Park Avenue to the Lehigh Valley Railroad, and Northeast along that railroad to the Union County line)

LINE CONSTRUCTION:

Linemen, Cable Splicers	22.87	3.76+11.7%
Groundmen	21.06	3.76+11.7%

ELEC0358A 06/01/1998

Rates Fringes

MIDDLESEX COUNTY (Remainder)

ELECTRICIANS	30.26	42.75%
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ELEC0358C 06/01/1998

Rates Fringes

MIDDLESEX COUNTY (Remainder)

LINE CONSTRUCTION:

Linemen, Hole Digger Operator, Truck w/o Winch or Pole & Steel Hand, Truck w/o Winch, X-ray Technician & Equip. Repairer	30.26	43%
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Cable Splicer	33.89	43%
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Groundman & Winch Operator	29.47	43%
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Certified Welder Lineman	31.77	43%
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ELEC0456B 06/03/2002

Rates Fringes

MIDDLESEX COUNTY (Area South and West of a line extending East from the Raritan River along the Philadelphia and Reading Railroad to Shelton Rd, South on Shelton Rd to Lincoln Hwy to Vineyard Rd to Old Post Rd, along Old Post Rd to Mill Rd, along Mill Rd to the Raritan River, along the Raritan River to South River, along South River to the Southern boundary of the Borough of South River, along this boundary to Cranbury South River Turnpike, along this road continuing on to Washington Rd and

Maplewood Ave in Cranbury to Scott Ave, along Scott Ave to Main St, on Main St and the turnpike to Millstone River)

ELECTRICIANS	34.77	45.75%
CABLE SPLICERS	38.94	45.75%

ELEC0456C 06/03/2002

Rates Fringes

MIDDLESEX COUNTY (Area South and West of a line extending East from the Raritan River along the Philadelphia and Reading Railroad to Shelton Rd, South on Shelton Rd to Lincoln Hwy to Vineyard Rd to Old Post Rd, along Old Post Rd to Mill Rd, along Mill Rd, along Mill Rd to the Raritan River, along Raritan River to South River, along South River to the Southern boundary of the Borough of South River, along this boundary to the Cranbury South River Turnpike, along this road continuing on to Washington Rd and Maplewood Ave in Cranbury to Scott Ave, along Scott Ave to Main St, on Main St and the turnpike to Millstone River)

LINE CONSTRUCTION:

Linemen	34.77	45.75%
Cable Splicer	38.95	45.75%
Groundmen	33.98	45.75%
Winch Operator	33.98	45.75%

ELEV0001A 07/01/1994

Rates Fringes

ELEVATOR MECHANICS:

Construction	22.59	5.22+A+B+C
Modernization	15.94	3.69+A+B+C

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day
- B. Employer contributes \$8.00 per day per employee to annuity fund
- C. Employee with 6 months but less than 5 years of service receive 2 weeks vacation, and 3 weeks vacation for 5 years or more of service
-

ENGI0825C 07/01/2002

Rates Fringes

POWER EQUIPMENT OPERATORS

TANK ERECTION:

GROUP 1	35.36	17.15+A+B
GROUP 2	34.52	17.15+A+B
GROUP 3	36.50	17.15+A+B
GROUP 4	32.43	17.15+A+B
GROUP 5	27.22	17.15+A+B

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day; Washington's Birthday Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day; and Christmas Day.

B. Employee receives 20% premium pay for hazardous waste work.

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers--on all Cranes, derricks, etc. with booms including jib 140 ft. or more above the ground.

GROUP 2: Operating Engineers--on all equipment, including cranes derricks, etc. with booms including jib, less than 140 ft. above the ground.

GROUP 3: Helicopters--Pilot.

GROUP 4: Air compressors, welding machines and generators (gas, diesel, or electrical driven equipment and sources of power from a permanent plant, i.e., steam, compressed air, hydraulic or other power, for the operating of any machine or automatic tools used in the erection, alteration, repair and dismantling of tanks and any and all "DUAL PURPOSE" trucks used on the construction job site.

GROUP 5: Oiler.

ENGI0825D 07/01/2002

Rates Fringes

POWER EQUIPMENT OPERATORS:

[STEEL ERECTION]:

GROUP 1	34.64	17.15+A+B
GROUP 2	34.73	17.15+A+B
GROUP 3	32.34	17.15+A+B
GROUP 4	29.78	17.15+A+B
GROUP 5	28.25	17.15+A+B
GROUP 6	26.49	17.15+A+B
GROUP 7	37.00	17.15+A+B

FOOTNOTES:

A. PAID HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

B. Employees receive 20% premium pay for hazardous waste work.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

[STEEL ERECTION]

GROUP 1: Cranes - (all cranes, land or floating with booms including job 140 ft. and over, above ground); derricks-(all

derricks, land or floating with boom including jib 140 ft. and over, above ground).

GROUP 2: Cranes - (all cranes, land or floating with booms

including jib less than 140 ft. above ground); derricks (all derricks, land or floating with booms including jib, less than 140 ft. above ground).

GROUP 3: "A" frame; cherry pickers 10 tons and under; hoists; all types hoists shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, or any other similar type hoisting machines, portable or stationary, except Chicago boom type; jacks-screw air hydraulic power operated unit console type (not hand jack or pile load test type) side booms.

GROUP 4: Aerial platform used hoist; compressor, 2 or 3 in battery; elevators or house cars; conveyors and tugger hoists; fireman; forklift; generators, 2 or 3 maintenance-utility man; rod bending machine (power); welding machines--(gas or electric, 2 or 3 in battery, including diesels); captain power boats; tug master power boats.

GROUP 5: Compressor, single, welding machine, single, gas, electric converters of any type, diesel; welding system multiple (rectifier transformer type); generator, single.

GROUP 6: Oiler staddle carrier.

GROUP 7: Helicopter pilot.

ENGI0825E 07/01/2002

Rates Fringes

POWER EQUIPMENT OPERATORS:

OILOSTATIC MAINLINES & TRANSPORTATION PIPELINES:

GROUP 1	33.50	17.15+A+B
GROUP 2	32.85	17.15+A+B
GROUP 3	29.71	17.15+A+B
GROUP 4	28.31	17.15+A+B
GROUP 5	26.49	17.15+A+B
GROUP 6	35.43	17.15+A+B

FOOTNOTES:

- A. PAID HOLIDAYS: New Year's Day; Washington's Birthday, Memorial Day; Independence Day; Labor Day; Veteran's Day, Thanksgiving Day; and Christmas Day
- B. Employee receives 20% premium pay for hazardous waste work.

OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINES
CLASSIFICATIONS

GROUP 1: Backhoe; cranes (all types); draglines; front-end

loaders (5 yds. and over); gradalls; scooper (loader and shovel); koehring and trench machines.

GROUP 2: "A" frame; backhoe (combination hoe loader); boring and drilling machines; ditching machine, small; ditchwitch or similar type; fork lifts; front end loaders (2 yds and over but less than 5 yds.); graders, finish (fine); hydraulic cranes, 10 tons and under (over 10 tons - crane rate applies); side booms; and winch trucks (hoisting).

GROUP 3: Backfiller; brooms and sweepers; bulldozers; compressors (2 or 3 in battery); front-end loaders (under 2 yds.); generators; giraffe grinders; graders and motor patrols; mechanic; pipe bending machine (power); tractors; water and sprinkler trucks, welder and repair mechanic.

GROUP 4: Compressor (single); dope pots (mechanical with or without pump); dust collectors; farm tractors; pumps (4 in. suction and over); pumps (2 or less than 4 in. suction); pumps; diesel engine and hydraulic (immaterial or power); welding machines; gas or electric converters of any type, single; welding machines, gas or electric converters of any type, 2 or 3 in battery multiple welders; wellpoint systems (including installation and maintenance).

GROUP 5: Oiler, grease, gas, fuel and supply trucks and tire repair and maintenance.

GROUP 6: Helicopter-pilot.

ENGI0825M 07/01/2002

Rates Fringes

BUILDING CONSTRUCTION PROJECTS; HEAVY,
HIGHWAY, ROAD, STREET AND SEWER PROJECTS:

POWER EQUIPMENT OPERATORS

GROUP 1	32.87	17.15+A+B
GROUP 2	31.28	17.15+A+B
GROUP 3	29.37	17.15+A+B
GROUP 4	27.74	17.15+A+B
GROUP 5	26.03	17.15+A+B
GROUP 6	34.69	17.15+A+B

FOOTNOTES:

- A. New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day, plus Washington's Birthday and Veterans Day.
- B. Employee receives 20% premium pay for hazardous waste work.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Autograde - combination subgrader; base metal spreader

and 7 base trimmer (CMI and similar types); autograde placer, trimmer, spreader combination (CMI and similar types); autograde slipform paver (CMI and similar types); backhoe; central power plants (all types); concrete paving machines; cranes (all types, including overhead and straddle travelling type); cranes; gantry; derricks (land or floating); drillmaster, quarrymaster (down the hole drill) rotary drill; self propelled hydraulic drill; self-powered drill; dragline; elevator graders; front end loaders (5 yds. and over); gradalls; grader; raygo; locomotive (large); mucking machines; pavement and concrete breaker, i.e.; superhammer and hoe ram; pile driver; length of boom including length of leads, shall determine premium rate applicable; roadway surface grinder; scooper (loader and shovel); shovels; tree chopper with boom; trench machines.

GROUP 2: "A" frames backhoe (combination); boom attachment on loaders (rate based on size of bucket) not applicable to pipehook, boring and drilling machines; brush chopper; shreader and tree shredder; tree shedder; cableways; carryalls; concrete pump; concrete pumping system; pumpcrete and similar types; conveyors, 125 ft. and over; drill doctor including dust collector, maintenance); front end loaders (2 yds. but less than 5 yds.); graders (finisher); groove cutting machine (ride on type); header planer; hoists; (all types hoists, shall also include steam, gas, diesel, electric, air hydraulic, single and double drum, concrete brick shaft caisson, snorkel roof, and/or any other similar type hoisting machines, portable or stationary, except Chicago boom type); hoists (Chicago boom type); hydraulic cranes, 10 tons and under; hydro-axle; jacks screw air hydraulic power operated unit or console type (not hand jack or pile load test type); log skidder; pans; pavers (all concrete; pumpcrete machines; squeezecrete and concrete pumping (regardless of size); scrapers; side booms; straddle carrier; ross and similar types; winch truck (hoisting).

GROUP 3: Asphalt curbing machine; asphalt plant engineer; asphalt spreader; autograder tube finisher and texturing machine (CMI and similar types); autograde curercrete machine (CMI and similar types); autograde curb trimmer and sidewalk; shoulder; slipform (CMI and similar types); bar bending machines (power); batchers; batching plant and crusher on site; belt conveyor systems; boom type skimmer machines, bridge deck finisher; bulldozers (all); car dumpers (railroad); compressor and blower type units (used independently or mounted on dual purposes trucks, on job site or in conjunction with job site, in loading and unloading of concrete, cement, fly ash, instancrete, or similar type materials); compressor (2 or 3) (battery); concrete finishing machines; concrete saws and cutters (ride on type); concrete spreaders; hetzel; rexomatic and similar types; concrete vibrators; conveyors; under 125 ft.; crushing machines; ditching machine; small (ditchwitch or similar type); dope pots (mechanical with or without pump); dumpsters elevators fireman; fork lifts (economobile; lull and similar types of equipment);

front end loaders (1 yd. and over but less than 2 yds.);
generators (2 or 3) in battery; giraffe grinders; graders and
motor patrols; gunnite machines (excluding nozzle); hammer

vibratory (in conjunction with generator); hoist (roof, tugger,
aerial platform hoist and house cars); hoppers; Hopper doors
(power operated); ladders (motorized); laddervator; locomotive;
dinky type; maintenance; utility man; mechanics; mixers (except
paving mixers); motor patrols and graders; pavement breakers,
small; self- propelled ride on type (also maintaining compressor
or hydraulic unit); pavement breaker; truck mounted; pipe bending
machine (power); roller; black top; scales; power; seaman
pulverizing mixer; shoulder widener; silos; skimmer machines
(boom type); steel cutting machine; services and maintainning;
tractors; tug captain; vibrating plants (used in conjunction with
unloading); welder and repair mechanics, concrete cleaning/
decontamination machine operstor, directional boring machine,
heavy equipment robotics operator/technician, master
environmental maintenance technician, ultra high pressure
waterjet cutting tool system operator/maintenance technician
vacuum blasting machine operator/maintenance technician.

GROUP 4: Brooms and sweepers, chippers, compressor (single),
concrete spreaders (small type), conveyor loaders (not including
elevator graders), engines, large diesel (1620 H.P.) and staging
pump, farm tractors; fertilizing equipment (operation and
maintenance) fine grade machine (small type); form line graders
(small type); front loader (under 1 yd.); generator (single);
grease, gas, fuel and oil supply trucks; heaters (nelson or other
type including propane, natural gas or flow-type units); lights;
portable generating light plants; mixers; concrete small;
mulching equipment (operation and maintenance) pumps (4 inch
suction and over including sumbersible pumps); pumps (2 or less
than 4" suction and over including sumbersible pumps); pumps
(diesel engine and hydraulic) immaterial of power road finishing
machines (small type); rollers; grade; fill or stone base;
seeding equipment (operation and maintenance of); sprinkler and
water pump trucks steam jennies and biolers, stone spreader;
tamping machines vibrating ride-on; temporary heating plany
(nelson or other type, including propane, natural gas or flow
type units); water and sprinkler trucks; welding machines (gas,
diesel, and/or electric converters of any type, single; two or
three in a battery); welding systems, multiple (rectifier
transformer type); wellpoint systems.

GROUP 5: Oiler.

GROUP 6: Helicopter pilot.

IRON0011D 07/01/2002

Rates Fringes

BERGEN, ESSEX, HUDSON, HUNTERDON (Western half), MIDDLESEX (North
half), MORRIS, PASSAIC, SOMERSET (North Half), SUSSEX AND UNION

COUNTIES

IRONWORKERS:

Structural	29.53	24.10
Reinforcing	27.63	24.10

IRON0036C 07/01/2002

Rates Fringes

WARREN COUNTY

Projects under \$25 million:

IRONWORKERS; STRUCTURAL, REINFORCING AND ORNAMENTAL	26.60	13.52
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Projects \$25 million or more:

IRONWORKERS: STRUCTURAL, REINFORCING AND ORNAMENTAL	27.10	13.52
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IRON0068E 07/01/2002

Rates Fringes

HUNTERDON (Eastern half), MIDDLESEX (South half), AND SOMERSET
(South half) COUNTIES

IRONWORKERS:

Structural, Ornamental	27.91	22.35
Rereinforcing (Concrete Rods)	25.91	22.35

LABO0021C 05/01/2002

Rates Fringes

HUDSON COUNTY (Remainder)

LABORERS BUILDING CONSTRUCTION:

Class A Laborer	22.95	11.77
Class B Laborer	22.45	11.77
Class C Laborer	19.16	11.77

Class A Laborer: Jack Hammer, Tamper, Operator of Motorized tamper and compactor, operator of hydro demolition equipment, operator of all types of motorized forklifts, operator of motor buggy, operator of conveyor, operator of bobcat, demolition burners, nozzle operator on gunnite, scaffold builder, & mortar man (except silofed).

Class B Laborer: all laborers not listed in Class A or C

Class C Laborer: Laborers doing janitorial-type light clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0072B 05/01/2002

Rates Fringes

MIDDLESEX COUNTY (Perth Amboy, Carteret, Woodbridge, Metuchen Twps, South River, Sayreville, South Amboy, Old Bridge, East Brunswick, Spotswood, Jamesburg, Helmetta, Cranbury & Monroe Twps)

LABORERS BUILDING CONSTRUCTION:

Class A	22.95	11.77
Class B	22.45	11.77
CLASS C	19.16	11.77

Class A-Jack Hammer, Motorized Tamper & Compactor, Street Cleaning Machines, Scaffold Builders, Hydro Demolition Equipment, all types of Motorized Fork Lifts, Riding Motor Buggy Operator, Bobcat Operator, Mortar Man, & Nozzle Man on Gunnite work.

CLASS B All Laborers not listed in Class A or C.

CLASS C Laborers doing Janitorial type light clean up work associated with the turnover of the project to the owner All Flagman, and those manning temporary heat of all types.

LABO0156B 05/01/2002

Rates Fringes

MIDDLESEX (Remainder), and SOMERSET (East Millstone and Franklin Townships) COUNTIES:

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers,Tampers,Motorized Tampers and Compactors,Street Cleaning Machines,Scaffold Builder,Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator,Conveyor operator, Bobcat operator,Mortar Man,Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2.Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0232B 05/01/2002

Rates Fringes

SOMERSET COUNTY (Bernardsville,Peapack, Gladstone, Far Hills, Bernards, and Bedminster Twps):

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers,Tampers,Motorized Tampers and Compactors,Street Cleaning Machines,Scaffold Builder,Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator,Conveyor operator, Bobcat operator,Mortar Man,Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2.Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0239C 05/01/2002

Rates Fringes

PASSAIC COUNTY (Twps or Boroughs of Passaic, Garfield, Lodi, Wallington, Delawanna, Allwood, Athenia, Clifton to Piaget Ave, Paterson, Albion Place, LITTLE Falls, Totowa, West Paterson, Wayne Hawthorne, Pompton, Haledon, West Milford, Ringwood, Bloomingdale, East Paterson to the Garfield boundary line)

LABORERS BUILDING CONSTRUCTION:

GROUP 1	22.95	11.77
GROUP 2	22.45	11.77
GROUP 3	19.16	11.77

GROUP 1-Specialist laborer classification including jack hammer, tamper, motorized tampers and compactors, street cleaning machines, scaffold builder, hydro demolition

equipment, all types of motorized fork lifts, riding motor buggy operator, conveyor operator, Bobcat operator, mortar man, burners, nozzle man on gunite work, Mortar man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

GROUP 2-Basic laborer's rate and includes all work not included in GROUP 1 or GROUP 3.

GROUP 3-Laborers doing janitorial- type light clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0346B 05/01/2002

Rates Fringes

BERGEN COUNTY (Cliffside; Borough of Cliffside Park; Borough of

Fort Lee South of Central Blvd; Borough of Palisades Park South of Central Blvd; Borough of Ridgefield; Borough of Edgewater; Borough of FAirview; Hackensack; City of Hackensack; Hasbrouck Heights; Little Ferry; South Hackensack; Ridgefield Park; Bogota; Teaneck Twp. West of Teaneck Rd. and South of Fort Lee Rd.; Maywood; Saddle Brook Twp; Borough of Paramus East of Sprout Brook; Borough of River Edge; New Milford; Teterboro; Bendix; Tohell Park; Englewood; City of Englewood; Borough of Dumont; Borough of Bergenfield; Borough of Palisades Park North of Central Blvd. to Edgewater; Fort Lee to the Hudson River; Borough of Fort Lee North of Central Blvd.; Twp. of Teaneck, East of Teaneck Rd. and North of Fort Lee Rd.; Borough of Leonia; Borough of Englewood Cliffs; Borough of Tenaflly; Borough of Cresskill; Borough of Demarest; Borough of Closter; Borough of Oradell; Borough of Montvale; Borough of Woodcliff Lake; Borough of Park Ridge; Borough of Hillsdale; Twp. of Washington; Borough of Westwood; Borough of Emerson; Borough of Haworth; Borough of Alpine; Borough of Rockleigh; Borough of Norwood; Borough of Harrington Park; Borough of Old Tappan; Borough of Northvale; Township of Rivervale; Lyndhurst; Rutherford; East Rutherford; Wood-Ridge; Carlton; Carlstadt; North Arlington; Moonachie; Ridgewood; Village of Ridgewood; Borough of Fair Lawn; Borough of Glen Rock; Borough of Hohokus; Borough of Saddle River; Borough of Upper Saddle River; Borough of Allendale; Borough of Ramsey; Borough of Waldwick; Borough of Midland Park; Borough of Oakland; Borough of Franklin Lakes; Twp. of Wyckoff; Twp. of Hohokus; Borough of Paramus except East of Sprout Brook; and Borough of MAhwah)

LABORERS:

Group 1	22.95	11.77
Group 2	22.45	11.77
Group 3	19.16	11.77

Group 1-Jack Hammers,Tampers,Motorized Tampers and Compactors,Street Cleaning Machines,Scaffold Builder,Hydro Demolition Equipment, all types of Motorized fork lifts riding Motor Buggy operator,Conveyor operator, Bobcat operator,Mortar Man,Burners, Nozzle man on gunite work, Mortar Man shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo work.

Group 2-Basic laborer's rate and includes all work not included in Group 1 or Group 3

2.Group 3-Laborers doing janitorial-type clean-up work associated with the turnover of the project or part of a project to the owner.

LABO0394C 05/01/2002

	Rates	Fringes
UNION COUNTY:		

BUILDING CONSTRUCTION:

LABORERS:

GROUP 1	22.95	11.77
GROUP 2	22.45	11.77
GROUP 3	19.16	11.77

GROUP 1-Specialist laborer classicication including jack hammer, tamper, motorized tampers and compactors, street cleaning machines, scaffold builder, hydro demolition equipment, all types of motorized fork lifts, riding motor buggy operator, conveyor operator, Bobcat operator, mortar man, burners, nozzle men on gunite work. Mortar men shall include all laborers engaged in any mode of mixing aggregate by hand or mechanical means with the exception of silo fed.

GROUP 2-Basic laborer's rate and includes all work not included in GROUP 1 or GROUP 3.

GROUP 3-Laborers are laborers doing, janitorial-type light clean-up work associated with the turnover of the project or part of a project to the owner, and all flagman, watchman, firewatch personnel, and those manning temporary heat of all types.

LABO0472B 03/01/2002

	Rates	Fringes
LABORERS [FREE AIR TUNNEL]:		
GROUP 1	27.25	12.95+A

GROUP 2	23.85	12.95+A
GROUP 3	23.70	12.95+A
GROUP 4	23.20	12.95+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day; Washington's Birthday, Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; Presidential Election Day; and Veterans Day; provided the employee works on 3 days for the same Employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LABORERS CLASSIFICATIONS
[FREE AIR TUNNEL]

GROUP 1: Blasters

GROUP 2: Skilled men (including miners; drill runners; iron men mainrenance men; conveyor men; safety miners; riggers; block layers; cement finishers; rodmen; caulkers; powder Ccarrier; all other skilled men)

GROUP 3: Semi-skilled men (including chuck tenders; trackmen; nippers; brakemen; derail men; cable men; hose men; grout men; gravel men; form men; bell or signal men (top or bottom); form workers and movers; concrete workers; shaft men; tunnel laborers; all other semi-skilled men)

GROUP 4: All other top laborers

* LABO0472E 03/01/2003

	Rates	Fringes
LABORERS HEAVY AND HIGHWAY CONSTRUCTION:		
GROUP 1	25.30	11.80+A
GROUP 2	25.50	11.80+A
GROUP 3	25.80	11.80+A
GROUP 4	26.00	11.80+A
GROUP 5	26.25	11.80+A
GROUP 6	29.80	11.80+A
GROUP 7a	28.30	11.80+A
GROUP 7b	26.30	11.80+A

FOOTNOTE:

A. PAID HOLIDAYS: New Year's Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; Presidential Election Day; and Veteran's Day; provided the employee works on 3 days for the same Employer within a period of ten working days consisting of five working days before and five working

days after the day upon which the holiday falls or is observed.

LABORERS CLASSIFICATIONS HEAVY & HIGHWAY

GROUP 1: Common laborers; landscape laborers; railroad track laborers; pitmen and dumpmen; waterproofing; rakers and tampers on cold patch work and wrapping and coating all pipe
Asphalt Laborers:

GROUP 2: Powder carriers and magazine tenders; signalmen
Asphalt Raker, & Asphalt Screedman

GROUP 3: Sewer pipe; laser men; conduit and duct line layers; jackhammer; chipping hammers; pavement breakers; power buggies; concrete cutters, asphalt cutters; sheet hammer and tree cutter operators; sandblasting, cutting, burning, Power Tool Operator, and such other power tools used to perform work usually done manually by laborers

GROUP 4: Wagon drill operator; timberman; drill master

GROUP 5: Finisher; form setter; rammer; paver; gunite nozzle man and stone cutter; Catch Basin or Inlet Builder Manhole

GROUP 6: Blaster

GROUP 7a: Hazardous waste laborer required to wear level A, B, or C personal protection.

GROUP 7b: Certified laborer working a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection.

LABO0502B 05/01/2002

	Rates	Fringes
0		
1	ESSEX COUNTY (City of East Orange, Twps of South Orange and	
2	Maplewood, Cities of Orange and West Orange):	
3		
4	LABORERS:	
5		
6	Group 1	22.95 11.77
7	Group 2	22.45 11.77
8	Group 3	19.16 11.77
9		
0	Group 1-Jack Hammers, Tampers, Motorized	
1	Tampers and Compactors, Street Cleaning	
2	Machines, Scaffold Builder, Hydro Demolition	
3	Equipment, all types of Motorized fork lifts	
4	riding Motor Buggy operator, Conveyor operator,	
5	Bobcat operator, Mortar Man, Burners, Nozzle man	

6 on gunit work, Mortar Man shall include all
 7 laborers engaged in any mode of mixing aggregate
 8 by hand or mechanical means with the exception of
 9 silo work.

0

1 Group 2-Basic laborer's rate and includes all work
 2 not included in Group 1 or Group 3

3

4 2.Group 3-Laborers doing janitorial-type clean-up work
 5 associated with the turnover of the project or part of a
 6 project to the owner.

7 -----

8

9 LABO0526C 05/01/2002

0 Rates Fringes

1 MORRIS COUNTY (Remainder):

2

3 LABORERS:

4

5 Group 1 22.95 11.77

6 Group 2 22.45 11.77

7 Group 3 19.16 11.77

8

9 Group 1-Jack Hammers,Tampers,Motorized

0 Tampers and Compactors,Street Cleaning

1 Machines,Scaffold Builder,Hydro Demolition

2 Equipment, all types of Motorized fork lifts

3 riding Motor Buggy operator,Conveyor operator,

4

5 Bobcat operator,Mortar Man,Burners, Nozzle man

6 on gunit work, Mortar Man shall include all

7 laborers engaged in any mode of mixing aggregate

8 by hand or mechanical means with the exception of

9 silo work.

0

1 Group 2-Basic laborer's rate and includes all work

2 not included in Group 1 or Group 3

3

4 2.Group 3-Laborers doing janitorial-type clean-up work

5 associated with the turnover of the project or part of a

6 project to the owner.

7 -----

8

9 LABO0569B 05/01/2002

0 Rates Fringes

1 HUNTERDON AND WARREN COUNTIES:

2

3 LABORERS BUILDING CONSTRUCTION:

4 CLASS A 22.95 11.77

5 CLASS B 22.45 11.77

6 CLASS C 19.16 11.77

7

8 DEFINATION OF LABORERS:

9

0 CLASS A-Jack Hammer, Tamper, Motorized Tampers and Compactors,

1 Street Cleaning Machines, Scaffold Builder, Hydro

2 Demolition Equipment, All types of Motorized Fork Lifts,

3 Riding Motor Buggy Operator, Bobcat Operator, Mortar

4 Man, Burners, Nozzle Man on Gunitite work.

5 CLASS B-All Laborers not listed in Class A or C.

6 CLASS C-Laborers doing Janitorial- type light clean up work

7 associated with the turnover of the project to the owner

8 All Flagman, and those manning temporary heat of all

9 types.

0 -----

1

2 LABO0694B 05/01/2002

3 Rates Fringes

4 ESSEX COUNTY (Montclair):

5

6 LABORERS:

7

8 Group 1 22.95 11.77

9 Group 2 22.45 11.77

0 Group 3 19.16 11.77

1

2 Group 1-Jack Hammers,Tampers,Motorized

3 Tampers and Compactors,Street Cleaning

4 Machines,Scaffold Builder,Hydro Demolition

5 Equipment, all types of Motorized fork lifts

6 riding Motor Buggy operator,Conveyor operator,

7 Bobcat operator,Mortar Man,Burners, Nozzle man

8 on gunitite work, Mortar Man shall include all

9 laborers engaged in any mode of mixing aggregate

0 by hand or mechanical means with the exception of

1

2 silo work.

3

4 Group 2-Basic laborer's rate and includes all work

5 not included in Group 1 or Group 3

6

7 2.Group 3-Laborers doing janitorial-type clean-up work

8 associated with the turnover of the project or part of a

9 project to the owner.

0 -----

1

2 LABO0711B 05/01/2002

3 Rates Fringes

4 MORRIS COUNTY (Morristown, Morris Twp., Morris Plains,Mendham,

5 Ralston, Chester, Brookside, Flanders, Ironia, Mount Freedom,

6 Mount Tabor, Parsippany, Troy Hills, Pine Brook,Ced Knolls,

7 Whippany, Hanover Twp. and Long Valley):

8

9 LABORERS:

0

1 Group 1 22.95 11.77

2 Group 2 22.45 11.77
 3 Group 3 19.16 11.77

4

5 Group 1-Jack Hammers,Tampers,Motorized
 6 Tampers and Compactors,Street Cleaning
 7 Machines,Scaffold Builder,Hydro Demolition
 8 Equipment, all types of Motorized fork lifts
 9 riding Motor Buggy operator,Conveyor operator,
 0 Bobcat operator,Mortar Man,Burners, Nozzle man
 1 on gunite work, Mortar Man shall include all
 2 laborers engaged in any mode of mixing aggregate
 3 by hand or mechanical means with the exception of
 4 silo work.

5

6 Group 2-Basic laborer's rate and includes all work
 7 not included in Group 1 or Group 3

8

9 2.Group 3-Laborers doing janitorial-type clean-up work
 0 associated with the turnover of the project or part of a
 1 project to the owner.

2-----

3

4 LABO0779B 05/01/2002

5 Rates Fringes

6 SOMERSET COUNTY (Bridgewater,Branchburg, Raritan, Bound Brook,
 7 Somerville, Manville, Hillsboro, Millstone, Montgomery and Rocky
 8 Hill Twp.):

9

0 LABORERS:

1

2 Group 1 22.95 11.77
 3 Group 2 22.45 11.77
 4 Group 3 19.16 11.77

5

6 Group 1-Jack Hammers,Tampers,Motorized
 7 Tampers and Compactors,Street Cleaning
 8
 9 Machines,Scaffold Builder,Hydro Demolition
 0 Equipment, all types of Motorized fork lifts
 1 riding Motor Buggy operator,Conveyor operator,
 2 Bobcat operator,Mortar Man,Burners, Nozzle man
 3 on gunite work, Mortar Man shall include all
 4 laborers engaged in any mode of mixing aggregate
 5 by hand or mechanical means with the exception of
 6 silo work.

7

8 Group 2-Basic laborer's rate and includes all work
 9 not included in Group 1 or Group 3

0

1 2.Group 3-Laborers doing janitorial-type clean-up work
 2 associated with the turnover of the project or part of a
 3 project to the owner.

4-----

5

6 LABO0913B 05/01/2002

7 Rates Fringes

8 MORRIS (Jefferson, Rockaway, Mount Arlington, Rockaway Borough,

9 Wharton, Mine Hill, Dover, Netcong, Roxbury, Mount Oliver,

0 Randolph, Boonton, Boonton Twp., Montville, Lincoln Park

1 Borough, Butler, Kinnelon Borough, Pin Brook, Towaco,

2 Danville, Mountain Lakes, Pequannock, Pompton Plains,

3 Riverdale Borough Twps) AND SUSSEX COUNTIES

4

5 LABORERS BUILDING CONSTRUCTION:

6

7 Class A Laborer: 22.95 11.77

8 Class B Laborer: 22.45 11.77

9 Class C Laborer: 19.16 11.77

0

1 Class A Laborer: Jack Hammer, tamper, motorized tampers and

2 compactors, street cleaning machines, scaffold builder,

3 hydro demolition equipment, all types of motorized fork lifts,

4 bobcat operator, riding motor buggy operator, conveyor operator

5 mortar man (except silo feed operations), burners, & nozzle

6 man on gunnite work.

7

8 Class B Laborer: All laborers not listed in Class A.

9

0 Class C Laborer: Laborers doing Janitorial type light clean up

1 work, associated with the turnover of the project to the owner

2 All Flagman, and those manning temporary heat of all types.

3 -----

4

5 LABO1030A 04/01/2001

6 Rates Fringes

7 LABORERS: (The removal, abatement, enclosure and decontamination

8 of personal protective equipment, chemical protective clothing

9 and machinery relating to asbestos and/or toxic and hazardous

0 waste of materials which shall include but not necessarily be

1 limited to: the erection, moving, servicing and dismantling to

2 all enclosures, scaffolding, barricades, and the operation of all

3 tools and equipment normally used in the removal or abatement of

4 asbestos and toxic and hazardous waste or materials, the

5

6 labeling, bagging, cartoning, crating, or other packaging of

7 materials for disposal; and the clean up of the work site and all

8 other work incidental to the removal, abatement, encapsulation,

9 enclosure, and decontamination of asbestos or toxic and hazardous

0 waste materials; and in addition, all work tasks involved in the

1 maintenance and operation of energy resource recover plants (co-

2 generation plants).)

3

4 LABORERS 21.85 10.12

5 -----

6

7 LABO1153B 05/01/2002

8 Rates Fringes
 9 ESSEX COUNTY (Remainder), AND HUDSON (Kearny, East Newark and
 0 Harrison):

1
 2 LABORERS:

3
 4 Group 1 22.95 11.77
 5 Group 2 22.45 11.77
 6 Group 3 19.16 11.77
 7
 8 Group 1-Jack Hammers,Tampers,Motorized
 9 Tampers and Compactors,Street Cleaning
 0 Machines,Scaffold Builder,Hydro Demolition
 1 Equipment, all types of Motorized fork lifts
 2 riding Motor Buggy operator,Conveyor operator,
 3 Bobcat operator,Mortar Man,Burners, Nozzle man
 4 on gunite work, Mortar Man shall include all
 5 laborers engaged in any mode of mixing aggregate
 6 by hand or mechanical means with the exception of
 7 silo work.

8
 9 Group 2-Basic laborer's rate and includes all work
 0 not included in Group 1 or Group 3
 1
 2 2.Group 3-Laborers doing janitorial-type clean-up work
 3 associated with the turnover of the project or part of a
 4 project to the owner.

5-----
 6

7 PAIN0711D 05/01/2000

8 Rates Fringes
 9 PAINTERS:
 0 NEW:
 1 Painters 28.75 2.55+27%
 2 Paperhangers 28.75 2.55+27%
 3 Spray,Sandblast,High Work 31.25 2.55+27%
 4 Bridge 31.25 2.55+27%
 5 REPAINT:
 6 Painters 22.00 2.55+27%
 7 Spray,sandblast,High Work 24.00 2.55+27%

8-----
 9

0 PAIN0711F 05/01/2000

1 Rates Fringes
 2
 3 GLAZIERS 28.75 10.30
 4 GLAZIERS-HIGH WORK 29.75 10.30

5-----
 6

7 PAIN0711J 08/01/1999

8 Rates Fringes
 9 DRYWALL FINISHERS & TAPERS 28.25 11.23

0-----

1

2 PLAS0008M 11/01/2001

3 Rates Fringes

4 HUNTERDON,MIDDLESEX,& SOMERSET COUNTIES:

5

6 PLASTERERS 28.50 13.40

7 -----

8

9 PLUM0009C 03/01/2002

0 Rates Fringes

1 AIR CONDITIONING & REFRIGERATION MECHANIC

2 Installation of refrigeration

3 equipment for any type of building

4 where the combined compressor

5 tonnage does not exceed 5 tons,

6 Installation of water-cooled air

7 conditioning that does not exceed

8 10 tons (includes the piping of

9 compenent system and the erection

0 ofthe water tower), Installation

1 of air-cooled air conditioning

2 that does not exceed 15 tons 25.16 9.24+A

3

4 FOOTNOTE:

5 A. Paid Holidays: New Year's Day, Washington's Birthday,

6 Memorial Day, Independence Labor Day, Thanksgiving Day,

7 Christmas Day, plus Washington's Birthday and Veterans Day.

8 -----

9

0 PLUM0009H 07/01/2001

1 Rates Fringes

2 HUNTERDON (Remainder), MERCER,MIDDLESEX (Excluding

3 Dunellen,Borough, East Bound Brook,

4 Middlesex, New Market, Oak Tree, Piscataway Twp and South

5 Plainfield), AND SOMERSET (Remainder) COUNTIES

6

7 PLUMBERS & PIPEFITTERS 33.13 15.25

8 -----

9

0 PLUM0014B 05/01/2002

1 Rates Fringes

2 BERGEN, HUDSON (Bayonne, Guttenberg, Hoboken, Jersey City, North

3 Bergen, Secaucus, Union City, Weehawken, West New York), MORRIS

4 (From Mount Olive straight across Randolph down to the Essex

5 border), PASSAIC, SUSSEX, AND WARREN (Northern half) COUNTIES

6

7 PLUMBERS 34.83 15.40

8 -----

9

0 PLUM0024A 05/01/2002

1 Rates Fringes

2 Essex:

3

4 HUDSON (East Newark,Harrison,& Kearney only);

5

6 HUNTERDON (Alexandria, Alexandria Twp., Alexauken, Allens Corner,
7 Allerton, Amsterdam, Annadale, Anthony, Baptistown, Bellewood,
8 Bethlehem, Twp., Bissell, Bloomsbury, Bunnvale, Bottonwood
9 Corners, Centerville, Charlestown, Cherryville, Clinton, Clinton
0 Twp., Cokebury, Coles Mills, Croton, Delaware Twp., Dilts Corner
1 East Amwell Twp., Everittstown, Fairmount, Farmersville, Franklin
2 Twp., Frenchtown, Glen Gardner, Grandin, Hamden, Hampton,
3 Higginsville, High Bridge, Hoffmans, Holland Twp., Hughesville,
4 Johnsons, Jutland, King, Kingwood Twp., Klinsville, Landsdowne,
5 Lebanon, Lebanon Twp., Little Brook, Little Neck, Little York,
6 Ludlow, McPherson, Milford, Moutainville, Mount Joy, Mount
7 Pleasant, North Salem, Muirshead, New Germantown, New Hampton,
8 Newport, Norton, Oak Grove, Oldwick, Palmyra, Palmyra Corners,
9 Pattenburg, Perryville, Pittstown, Pleasant Run, Polktown,
0 Potterstown, Quakertown, Raritan Twp., Readington, Readington
1 Twp., Reaville, Rileyville, Riverside, Rockafellows, Rowland
2 Mills Sidney, Snyderstown, Spring Mills, Stanton, Stanton Station
3 Sunnyside, Sutton, Tewksbury, Tewksbury Twp.,The Point, Three
4 Bridges, Treasure Island, Tumble, Union, Union Twp., Unionville
5 Van Syckle, Warren Paper Mills, Wertsville, West End, West Portal
6 White House, Whitehouse Station, Woodglan).

7

8 MIDDLESEX (Dunellen Borough, East Bound Brook, Middlesex, New
9 Market, Oak Tree, Piscataway Twp., & South Plainfield only).

0

1 MORRIS (Bartley, Berkshire Valley, Bertland Island, Brookside,
2 Chatham, Chatham Twp., Chester, Chester Twp., Cooks Bridge,
3 Crestmoore, Gillette, Harding Twp., Ironia, Logansville, Long
4 Valley, Malapardis, Mendham, Mendham Twp., Middle Va lley,
5 Millington, Milltown, Milton, Mount Freesom, Mount Olive
6 Twp.,Mount Paul, Myerstown, Maughright, New Vernon, Parker,
7 Passaic Twp, Pleasant Grove, Ralston, Schooleys, Mount Stanley,
8 Stephensonburg, Stirling, & Washint Twp.)

9

0 SOMERSET (Amwell, Basking Ridge, Bedminster, Bedminster Twp.,
1 Bernards Twp., Bernardsville, Blaziers Corner, Bound Brook,
2 Bradley Gardens, Branchburg Twp., Bridgewater Twp., Burnt Mill,
3 Centerville, Chimney Rock, Claver Hill, Dutchtown, Far Hills
4 Borough, Finderne, Flagstown, Frank Fort, Franklin Park,
5 Franklin Twp., Gallia, Gladstone, Greater Cross Roads, Hamilton,
6 Harmony, Harmony Colony, Higgins Mills, Hillsborough Twp.,
7 Lamington, Lanes Crossing, Liberty Corners, Lyons, Madisonville,
8 Manville, Manville Borough, Martinsville, Mettler, Millstone,
9 Mine Brook, Montgomery, Montgomery Twp., Mount Bethel, Mount
0 Horeb, Neshanic, Neshanic Station, North Branch, North Branch
1 Depot, North Plainfield, Peapack, Peapack-Gladstone, Plainville
2 Plukemin, Pottersville, Raritan, Ravine Lake, Rock Mill, Round
3
4 Top, Roycefield, Royce Valley, Seeley Mills, Smalleytown,
5 Somerset, Somerville, Stone House, Sunset Lake, Union Village,
6 Vlietown, Watchung, West Millington, Weston, White Bridge,

7 Woodfern, Zarepat, & Zion).

8

9 UNION &

0

1 WARREN (Anderson, Asbury, Beattystown, Brainards, Brass Castle,

2 Broadway, Buttzville, Carpentersville, Changewater, Cornish,

3 Finesville, Foul Rift, Franklin Twp., Greenwich Twp., Harmony,

4 Harmony Station, Harmony Twp., Haszen, Hope Twp., Hutchinson,

5 Karrville, Kennedy, Lopatcong, Lopatcong Twp., Lower Harmony,

6 Mansfield Twp., Montana, New Village, Oxford, Oxford

7 Twp., Pequest, Pleasant Valley, Port Colden, Port Murray,

8 Riegelsville, Rockport, Rocksbury, Roxburgh, Springtown,

9 Stewartsville, Still Valley, Vulcanite, Warren Glen, Washington,

0 Washington Twp., White Top, & Phillipsburg Twp.) COUNTIES:

1

2 PLUMBERS (Excludes Somerset- Bldg) 34.78 15.20.

3 -----

4

5 PLUM0274B 05/01/2001

6 Rates Fringes

7 BERGEN, HUDSON, MORRIS (Remainder), PASSAIC, SUSSEX, AND WARREN

8 (Remainder) COUNTIES

9

0 PIPEFITTERS 32.91 15.72

1 -----

2

3 PLUM0475B 05/01/2002

4 Rates Fringes

5 ESSEX; HUNTERDON (Alexandria, Alexandria Twp, Alexauken, Allens

6 Corner, Allertown, Amsterdam, Annandale, Anthony, Baptistown,

7 Bellewood, Bethlehem Twp, Bissell, Bloomsbury, Bunnvale,

8 Buttonwood Corners, Centerville, Charlestown, Cherryville,

9 Clinton, Cokebury, Coles Mills, Croton, Delaware Twp, Dilts

0 Corner, East Amwell Twp, Evittstown, Fairmount, Farmersville,

1 Franklin Twp, Frenchtown, Glen Gardner, Grandin, Hamden, Hampton,

2 Higginsville, High Bridge, Hoffmans, Holland Twp, Hughesville,

3 Johnsons, Jutland, King, Kingwood Twp, Klinesville, Landsdowne,

4 Lebanon, Lebanon Twp, Little Brooke, Little Neck, Little York,

5 Ludlow, McPherson, Milford, Mountainville, Mount Joy, Mount

6 Pleasant, Mount Salem, Muirhead, New Germantown, New Hampton,

7 Newport, Norton, Oak Grove, Oldwick, Palmyra, Palmyra Corners,

8 Pattenburg, Perryville, Pittstown, Pleasant Run, Polktown,

9 Potterstown, Quakertown, Raritan Twp, Readington Twp); AND WARREN

0 (Phillipsburg Twp) COUNTIES

1

2 PIPEFITTERS 34.22 17.28

3 -----

4

5 ROOF0004B 06/01/1996

6 Rates Fringes

7 ESSEX; HUDSON (West of the Hackensack River); MIDDLESEX

8 (Remainder); MORRIS; SOMERSET (Remainder) SUSSEX; UNION; AND

9 WARREN COUNTIES

0

1 ROOFERS:

2 Roofer, Composition,

3 Damp & Waterproofing,

4 Slate & Tile 24.22 11.75

5 -----

6

7 ROOF0004D 11/27/1994

8 Rates Fringes

9 HUNTERDON COUNTY:

0

1 ROOFERS:

2 Shingle, slate and tile 14.25 3.02

3 All other work 21.95 6.53 + A

4

5 FOOTNOTE:

6 A. Employer contribution of \$509.60 per month per

7 employee to Health and Welfare Funds.

8 -----

9

0 ROOF0008F 07/01/2001

1 Rates Fringes

2 HUDSON COUNTY (Remainder)

3

4 ROOFERS:

5 Roofers, Composition, Damp and

6 Waterproofing 29.08 18.78

7 -----

8

9 ROOF0010B 06/01/2002

0 Rates Fringes

1 BERGEN AND PASSAIC COUNTIES

2

3 ROOFERS, COMPOSITION 30.25 10.30

4 -----

5

6 SFNJ0669A 01/01/2003

7 Rates Fringes

8 HUNTERDON; MIDDLESEX (Remainder); AND WARREN COUNTIES

9

0 SPRINKLER FITTERS 33.00 6.10

1 -----

2

3 SFNJ0696B 07/01/2002

4 Rates Fringes

5 BERGEN, ESSEX, HUDSON, MIDDLESEX (New Brunswick, Milltown, Old

6 Bridge, Browntown and North thereof), MORRIS, PASSAIC, SOMERSET

7 (Bernardsville, Basking Ridge, Mine Brook, Far Hills, Lyons,

8 Mount Bethel, Watchung, North Plainfield Martinville and

9 Somerville), AND UNION COUNTIES

0

1 SPRINKLER FITTER 38.70 10.50

2 -----

3
 4 SHEE0025C 06/01/2000
 5 Rates Fringes
 6
 7 BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC, SOMERSET, SUSSEX, & UNION
 8 COUNTIES

9
 0 SHEET METAL WORKERS 26.92 16.12
 1 -----
 2

3 SHEE0027A 06/01/2000
 4 Rates Fringes
 5 HUNTERDON & MIDDLESEX COUNTIES:

6
 7 SHEET METAL WORKERS 31.00 15.38
 8 -----
 9

0 SHEE0028D 06/01/1994
 1 Rates Fringes
 2 WARREN COUNTY

3
 4 SHEET METAL WORKERS 19.42 7.41
 5 -----
 6

7 TEAM0408B 05/01/1997
 8 Rates Fringes
 9 ESSEX, MORRIS, AND UNION (Remainder) COUNTIES

0
 1 TRUCK DRIVERS:
 2 GROUP 1 24.45 7.01+A
 3 GROUP 2 24.50 7.01+A
 4 GROUP 3 24.60 7.01+A
 5 GROUP 4 24.70 7.01+A
 6

7 FOOTNOTE:

8
 9 A. Premium pay for hazardous waste removal: additional \$3.00
 0 per hour if suite-up, otherwise \$1.00 per hour additional.
 1 Paid Holidays: New Year's Day, Washington'd Birthday,
 2 Memorial Day, Independence Day, Labor Day, Veteran's Day,
 3 Election Day, Thanksgiving Day, and Christmas Day, provided
 4 the employee has been assigned to work or "shifts" one day
 5 of the calendar week during which the holiday falls.
 6 Employer contribution of \$663.57 per month per employee to
 7 Health & Welfare Funds.

8
 9 TRUCK DRIVERS CLASSIFICATIONS

0
 1 GROUP 1: Drivers on the following type vehicles: Straight dumps,
 2 flats, floats, pickups, container haulers, fuel, water sprinkler,
 3 road oil, stringer, bead, hot pass, bus dumpcrete, transit
 4 mixers, agitator mixer, half truck, witch truck, side-o-matic,
 5 dynamite, powder, x-ray, welding, skid, jeep, station wagon,

6 stringer, a-frame, all dual purpose trucks, trucks with
7 mechanical tailgates, asphalt distributor, batch trucks, seeding,
8 mulching, fertilizer, air compressor trucks (in transit), parts
9 chaser, escort, scissor, hi-lift, telescope, concrete breaker,
0 gin pole, stone, sand, asphalt distributor and spreader, nipper,
1
2 fuel trucks (drivers on fuel trucks including handling of hose
3 and nozzle - entire unit), team drivers, vacuum or vac-all trucks
4 (entire unit), skid truck (debris container - entire unit),
5 concrete mobile trucks (entire unit), expediter (parts chaser),
6 beltcrete trucks, pumpcrete trucks, line truck, reel truck,
7 wreckers, utility trucks, tack trucks, warehousemen, warehouse
8 parts-men, yardmen, lift truck in warehouse, warehouse clerk,
9 parts man, material checker, receivers, shippers, binning men
0 (materials), cardex man, drivers on the following type vehicles:
1 broyhill coal tar epoxy trucks, little ford bituminous
2 distributor, slurry seal truck or vehicle,
3 thiokol track master pickup (swamp cat pickup); bucket loader
4 dump truck and any rubber-tired tractor used in pulling and
5 towing farm wagons and trailers of any description, similar type
6 vehicles, off-site and on-site repair shop
7 GROUP 2: Drivers on straight 3-axle materials: trucks and floats
8
9 GROUP 3: Drivers on all euclid type vehicles: euclids,
0 international harvestors, wabcos, caterpillar, koehring, tractors
1 and wagons, dumpsters, straight, bottom, rear and side dumps,
2 carry-alls and scrapers (not self-loading, loading over the top);
3 water sprinkler trailers; water pulls and similar types of
4 vehicles; drivers on tractors and trailer type vehicles: flat,
5 floats, I-beams, low beds, water sprinkler, bituminous transit
6 mix, road oil, fuel, bottom dump hopper, rear dump, office,
7 shanty, epoxy, asphalt, agitator mixer, mulching, stringer,
8 seeding, fertilizing pole, spread, bituminous distributor, water
9 pulls (entire unit) (tractor trailer), reel trailer, and similar
0 types of vehicles
1
2 GROUP 4: Winch trailer drivers
3 -----
4
5 TEAM0469C 05/01/2000
6 Rates Fringes
7 HUNTERDON, MIDDLESEX, SOMERSET, UNION (up to Wood Avenue South
8 of Cranford), AND WARREN COUNTIES
9
0 TRUCK DRIVERS:
1 GROUP 1 26.35 11.835+A
2 GROUP 2 26.40 11.835+A
3 GROUP 3 26.50 11.835+A
4 GROUP 4 26.60 11.835+A
5
6 FOOTNOTE:
7 A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
8 Day, Labor Day, Thanksgiving Day, Christmas Day, plus

9 Washington's Birthday, Election Day and Veteran's Day,
 0 provided that the employee has been assigned to work or
 1 "SHIFTS" one day of the calendar week during which the
 2 holiday falls.

3 \$400.00 per year to Apprenticeship Training Fund.

4 \$3.00 per hour premium pay for hazardous waste work.

5

6 TRUCK DRIVERS CLASSIFICATIONS

7

8 GROUP 1: Drivers on the following type vehicles: straight dumps,
 9 flats, floats, pickups, container haulers, fuel, water sprinkler,
 0 road oil, stringer, bead, hot pass, bus dumpcrete, transit
 1 mixers, agitator mixer, half truck, winch truck, side-o-matic,
 2 dynamite, powder, x-ray, welding, skid, jeep, station wagon,
 3 stringer, A-frame, all dual purpose trucks, trucks with
 4 mechanical tailgates, asphalt distributor, batch trucks, seeding,
 5 mulching, fertilizer, air compressor trucks (in transit), parts
 6 chaser, escort, scissor, hi-lift, telescope, concrete breaker,
 7 gin pole, stone, sand, asphalt distributor and spreader, nipper,
 8 fuel trucks (drivers on fuel trucks including handling of hose
 9 and nozzle - entire unit), team drivers, vacuum or vac-all trucks
 0 (entire unit), skid truck (debris contained - entire unit),
 1 concrete mobile trucks (entire unit), expediter (parts chaser),
 2 beltcrete trucks, pumpcrete trucks, line truck, reel truck,
 3 wreckers, utility trucks, tack trucks, warehousemen, warehouse
 4 parts-men, yardmen, lift truck in warehouse, drivers on the
 5 following type vehicles: Broyhill coal tar epoxy trucks, little
 6 ford bituminous distributor, slurry seal truck or vehicle,
 7 thiokol track master pickup (swamp cat pickup); bucket loader
 8 dump truck and any rubber-tired tractor used in pulling and
 9 towing farm wagons and trailers of any description, similar type
 0 vehicles, off-site and on-site repair shop

1

2 GROUP 2: Drivers on straight 3-axle materials: trucks and floats
 3

4 GROUP 3: Drivers on all euclid type vehicles: euclids,
 5 international harvesters, wabcos, caterpillar, koehring, tractors
 6 and wagons, dumpsters, straight, bottom, rear and side dumps,
 7 carry-alls and scrapers (not self-loading, loading over the top);
 8 water sprinkler trailers; water pulls and similar types of
 9 vehicles; drivers on tractors and trailer type vehicles: flat,
 0 floats, I-beams, low beds, water sprinkler, bituminous transit
 1 mix, road oil, fuel, bottom dump hopper, rear dump, office,
 2 shanty, epoxy, asphalt, agitator mixer, mulching, stringer,
 3 seeding, fertilizing pole, spread, bituminous distributor, water
 4 pulls (entire unit) (tractor trailer), reel trailer, and similar
 5 types of vehicles

6

7 GROUP 4: Winch trailer drivers

8 -----

9

0 TEAM0560C 05/01/1997

1

Rates Fringes

2 BERGEN, HUDSON AND PASSAIC COUNTIES

3

4 TRUCK DRIVERS:

5 GROUP 1	24.45	8.08+A
6 GROUP 2	24.50	8.08+A
7 GROUP 3	24.60	8.08+A
8 GROUP 4	24.70	8.08+A

9

0 FOOTNOTE:

1 A. PAID HOLIDAYS: New Year's Day, Washington's Birthday,
2
3 Memorial Day, Independence Day, Labor Day, Presidential
4 Election Day, Veteran's Day, Thanksgiving Day, Christmas
5 Day. \$3.00 per hour premium pay for hazardous work.

6

7 TRUCK DRIVERS CLASSIFICATIONS

8

9 GROUP 1: Drivers on the following type vehicles: straight dumps,
0 flats, floats, pickups, container haulers, fuel, water sprinkler,
1 road oil, stringer, bead, hot pass, bus dumpcrete, transit
2 mixers, agitator mixer, half truck, winch truck, side-o-matic,
3 dynamite, powder, x-ray, welding, skid, jeep, station wagon,
4 stringer, A-frame, all dual purpose trucks, trucks with
5 mechanical tailgates, asphalt distributor, batch trucks, seeding,
6 mulching, fertilizer, air compressor trucks (in transit), parts
7 chaser, escort, scissor, hi-lift, telescope, concrete breaker,
8 gin pole, stone, sand, asphalt distributor and spreader, nipper,
9 fuel trucks (drivers on fuel trucks including handling of hose
0 and nozzle - entire unit), team drivers, vacuum or vac-all trucks
1 (entire unit), skid truck (debris container - entire unit),
2 concrete mobile trucks (entire unit), expediter (parts chaser),
3 beltcrete trucks, pumpcrete trucks, line truck, reel truck,
4 wreckers, utility trucks, tack trucks, warehousemen, warehouse
5 parts-men, yardmen, lift truck in warehouse, warehouse clerk,
6 parts man, material checker, receivers, shippers, binning men
7 (materials), cardex man, drivers on the following type vehicles:
8 broyhill coal tar epoxy trucks, little ford bituminous
9 distributor, slurry seal truck or vehicle, thiokol track master
0 pickup (swamp cat pickup); bucket loader truck and any rubber-
1 tired tractor used in pulling and towing farm wagons and trailers
2 of any description, similar type vehicles, off-site and on-site
3 repair shop

4

5 GROUP 2: Drivers on straight 3-axle materials: trucks and floats

6

7 GROUP 3: Drivers on all euclid type vehicles: euclids,
8 international harvestors, wabcos, caterpillar, keohring, tractors
9 and wagons, dumpsters, straight, bottom, rear and side dumps,
0 carry-alls and scrapers (not self-loading, loading over the top);
1 water sprinkler trailers; water pulls and similar types of
2 vehicles; drivers on tractors and trailer type vehicles: flat,
3 floats, I-beams, low beds, water sprinkler, bituminous transit
4 mix, road oil, fuel, bottom dump hopper, rear dump, office,

5 shanty, epoxy, asphalt, agitator mixer, mulching, stringer,
 6 seeding, fertilizing pole, spread, bituminous distributor, water
 7 pulls (entire unit) (tractor trailer), reel trailer, and similar
 8 types of vehicles

9

0 GROUP 4: Winch trailer drivers

1 -----

2

3 WELDERS - Receive rate prescribed for craft performing operation
 4 to which welding is incidental.

5 =====

6

7 Unlisted classifications needed for work not included within
 8 the scope of the classifications listed may be added after
 9 award only as provided in the labor standards contract clauses
 0 (29 CFR 5.5(a)(1)(ii)).

1 -----

2 In the listing above, the "SU" designation means that rates
 3 listed under that identifier do not reflect collectively
 4 bargained wage and fringe benefit rates. Other designations
 5 indicate unions whose rates have been determined to be
 6 prevailing.

7

8 WAGE DETERMINATION APPEALS PROCESS

9

0 1.) Has there been an initial decision in the matter? This can
 1 be:

2

3 * an existing published wage determination

4 * a survey underlying a wage determination

5 * a Wage and Hour Division letter setting forth a

6 position on a wage determination matter

7 * a conformance (additional classification and rate)

8 ruling

9

0 On survey related matters, initial contact, including requests
 1 for summaries of surveys, should be with the Wage and Hour
 2 Regional Office for the area in which the survey was conducted
 3 because those Regional Offices have responsibility for the
 4 Davis-Bacon survey program. If the response from this initial
 5 contact is not satisfactory, then the process described in 2.)
 6 and 3.) should be followed.

7

8 With regard to any other matter not yet ripe for the formal
 9 process described here, initial contact should be with the Branch
 0 of Construction Wage Determinations. Write to:

1

2 Branch of Construction Wage Determinations

3 Wage and Hour Division

4 U. S. Department of Labor

5 200 Constitution Avenue, N. W.

6 Washington, D. C. 20210

7

8 2.) If the answer to the question in 1.) is yes, then an
 9 interested party (those affected by the action) can request
 0 review and reconsideration from the Wage and Hour Administrator
 1 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

2
 3 Wage and Hour Administrator
 4 U.S. Department of Labor
 5 200 Constitution Avenue, N. W.
 6 Washington, D. C. 20210

7
 8 The request should be accompanied by a full statement of the
 9
 0 interested party's position and by any information (wage payment
 1 data, project description, area practice material, etc.) that the
 2 requestor considers relevant to the issue.

3
 4 3.) If the decision of the Administrator is not favorable, an
 5 interested party may appeal directly to the Administrative Review
 6 Board (formerly the Wage Appeals Board). Write to:

7
 8 Administrative Review Board
 9 U. S. Department of Labor
 0 200 Constitution Avenue, N. W.
 1 Washington, D. C. 20210

2
 3 4.) All decisions by the Administrative Review Board are final.
 4 END OF GENERAL DECISION

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082421 3230K6385J165970 NA 96303
 COST 000000000000
 CODE:
 AMOUNT: \$525.00

AB: 96X88620000 082421 3230K38363165970 NA 96303
 AMOUNT: \$162,000.00

AC: 96X31220000 082421 32302BB2LF165970 NA 96303
 AMOUNT: \$138,000.00

CLAUSES INCORPORATED BY REFERENCE

52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.236-6	Superintendence by the Contractor	APR 1984

52.236-9 Protection of Existing Vegetation, Structures, Equipment, APR 1984
 Utilities, and Improvements

CLAUSES INCORPORATED BY FULL TEXT

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region I. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall

apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: SEE TECHNICAL PROVISIONS

(End of clause)

52.232-5002 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995)--EFARS

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$500,000.00 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

(End of clause)